

**FORT THOMAS INDEPENDENT SCHOOLS
ASBESTOS ABATEMENT
SPECIFICATIONS**

Johnson Elementary School

BG # 19-001

FOR

**FORT THOMAS INDEPENDENT SCHOOLS
KAREN CHESER, SUPERINTENDENT**

November 30, 2018

PREPARED BY:

***Air Source Technology, Inc.*
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Accreditation # D16-07-1932**

ASTI Project # JA633

**ASBESTOS ABATEMENT
Fort Thomas Independent Schools
Johnson Elementary**

BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS OF THE CONTRACT

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ADVERTISEMENT FOR BIDS

For the Project Titled:

FORT THOMAS INDEPENDENT SCHOOLS ASBESTOS ABATEMENT
Johnson Elementary School

Sealed proposals will be received by the Fort Thomas Independent Schools at the Central Office, 28 N. Fort Thomas Avenue, Fort Thomas, KY 40175, **until 2:00 PM, local time, January 24, 2019** for the asbestos abatement project at Johnson Elementary School. The project includes acceptance of all existing conditions which are to be inspected by all bidders prior to bidding and all other work specified in the Contract Documents dated November 30, 2018.

There will be a **Pre-Bid Meeting, January 17, 2019** at 10:00 AM at the Johnson Elementary School, 1180 North Fort Thomas Avenue, Fort Thomas, KY 40175. The tentative start date for abatement activities is April of 2019. **All interested bidders are required to attend.** The Project Designer will provide specification documents at the pre-bid meeting.

The Information for Bidders, Form of Bid, Form of Contract, Plans and Specifications, and Forms of Bid Bond, Performance and Payment Bond and other contract documents may be examined at the Central Office or the following location:

Air Source Technology, Inc.
131 Prosperous Place, Suite 17
Lexington, KY 40509
(859) 299-0046

Immediately following the scheduled closing time for receiving the bids, all proposals which have been submitted in accordance with the Contract Documents will be publicly opened and read at 1:00 pm.

Bids shall be submitted on the form provided, and in accordance with the requirements of the "Instructions to Bidders". The following provisions apply to the award of bids:

- A lump-sum bid is required for the work.
- Any bid received after the scheduled closing time for the receipt of bids will be returned unopened to the bidder.
- The Owner reserves the right to reject any or all Bids, and to waive any informalities.
- Bids must be accompanied by a certified check or bid bond, payable to the Owner, in an amount not less than 5% of the bid. If the successful bidder fails to execute a satisfactory contract and bond, that bid will be rejected, and the Bidder shall forfeit the check or bid bond to the Owner.
- A 100% performance and payment bond will be required of the successful bidder.
- A Bid may not be modified, withdrawn or cancelled by the Bidder for a period of 60 days following the time & date designated for receipt of Bids, and Bidder so agrees in submitting his Bid.
- Telephone or fax bids will not be accepted.

The prospective bidder shall notify Air Source Technology, Inc. if they find a discrepancy or omission on the drawings or specifications, or if the bidder is in doubt as to the meaning of any drawing or specification. Written clarification will be issued to all known bidders. No clarifications will be issued less than three days before the bid date.

END OF ADVERTISEMENT FOR BID

Kentucky Department of Education Version of AIA Document A701™ – 1997

Instructions to Bidders



This version of AIA Document A701™–1997 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A701–1997 does not imply the American Institute of Architects’ endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A701–1997 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

Cite this document as “AIA Document A701™– 1997, Instructions to Bidders — KDE Version,” or “AIA Document A701™–1997 — KDE Version.”

Kentucky Department of Education Version of AIA Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

Johnson Elementary Asbestos Abatement

1180 North Fort Thomas Avenue, Fort Thomas, KY 40175

THE OWNER:

(Name, legal status and address)

Fort Thomas Independent Schools

28 North Fort Thomas Avenue

Fort Thomas, KY 40175

THE ARCHITECT:

(Name, legal status and address)

Air Source Technology, Inc.

131 Prosperous Place, Suite 17

Lexington, KY 40509

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201™, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Form of Proposal for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids. The Base Bid shall include all labor, material, bonds, and the cost of all direct purchase orders for material to be purchased by the Owner

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

1. The submission of a Bid will be construed as evidence that a site visit and examination of local conditions have been made. Later claims for labor, equipment, or materials required or difficulties encountered which could have been foreseen had such an examination been made will not be recognized.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Copies

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 (Not Used)

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 Interpretation or Correction of Bidding Documents

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect and Construction Manager (if utilized) errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect and Construction Manager (if utilized) at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to all who are known by the Architect and Construction Manager (if utilized) to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the Form of Proposal shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change.”

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the Form of Proposal nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent’s authority to bind the Bidder.

§ 4.2 Bid Security

§ 4.2.1 Each Bid greater than \$25,000 shall be accompanied by bid security in the form of a Bond provided by a Surety Company authorized to do business in the Commonwealth of Kentucky, or in the form of a certified check, and in an amount equal to at least five percent (5%) of the Base Bid amount, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payments of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 Submission of Bids

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder’s name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation “SEALED BID ENCLOSED” on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids as indicated in the Advertisement or Invitation to Bid or any extensions thereof made by Addendum. Bids received after the closing time and date for receipt and opening of Bids will be rejected and returned to the Bidder unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud.

§ 5.2 Rejection of Bids

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 Acceptance of Bid (Award) [Reference: KRS 45A.365]

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

§ 6.1.1 Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.1.2 In determining the qualifications and responsibilities of the Bidder, the Owner shall take into consideration the Bidder's skill, experience, facility, previous work standing, financial standing, capacity and ability to handle work in addition to that in progress, and quality and efficiency of construction plant and equipment proposed to be used on the project.

§ 6.2 (Not Used)

§ 6.3 Submittals

§ 6.3.1 Each Bidder shall submit as part of the Form of Proposal a list of subcontractors proposed for each major branch of work itemized and described in the specifications for the Project. The Bidder's listing of a subcontractor for a work category certifies that the subcontractor has in current employment, skilled staff and necessary equipment to complete that category. The Architect and Construction Manager (if utilized) will evaluate the ability of all listed subcontractors to complete the work and notify the Owner. Listing of the Bidder as the subcontractor may invalidate the Bid should the Architect's and Construction Manager's (if utilized) review indicate the bidder does not have skilled staff and equipment to complete the work category at the time the Bid was submitted.

- .1 Changing subcontractors from those listed with the Form of Proposal is prohibited unless the bidder provides grounds for such a change that are consistent with provisions of the Instructions to Bidders. Said change shall be accompanied by a written explanation from the Bidder as well as a written release from the listed subcontractor. All letters shall be on original company stationary with original signatures from an officer in the company legally approved to act for the company. An unjustifiable change of subcontractors may invalidate the Bid. Any change to a proposed person or entity shall be addressed as noted in Section 6.3.3 of these Instructions to Bidders

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.4 List of Materials, Suppliers, and Manufacturers

§ 6.4.1 Each Bidder shall submit a complete list of materials/equipment with supplier's and manufacturer's name in the form and manner indicated on the Form of Proposal and in compliance with materials and equipment specified.

§ 6.4.2 In addition to the list furnished with the Form of Proposal, the successful Bidder thereafter known as the Contractor, may be requested within thirty (30) calendar days after award of contract to furnish to the Architect and Construction Manager (if utilized) a more detailed and complete list of the materials and equipment, together with the manufacturer's or maker's name, brand and/or catalogue number, and product data or illustration thereof.

§ 6.4.3 Prior to the award of contract, the Architect and Construction Manager (if utilized) will make a preliminary check of the lists included with the Form of Proposal and advise the Bidder and the Owner of the acceptance thereof, and of such other actions as may be necessary in order to meet the requirements of the contract specifications. Should it develop that any of the materials or equipment named in the list do not meet the requirements of the project specifications, the Bidder shall be required to offer to the Owner other materials or equipment in compliance with the specifications at no change in contract price. Preliminary review and acceptance of the above list shall not relieve the Contractor of furnishing equipment and materials in accordance with the specifications.

§ 6.4.4 Written approval shall be obtained from the Architect regarding any material/equipment, supplier, and manufacturer substitution. Substitutions are permitted in the following instance:

- .1 Failure to comply with contract requirements;
- .2 Failure of the supplier or manufacturer to meet delivery schedules or other conditions of the contract;
- .3 Written release by the supplier or manufacturer.

§ 6.4.5 The Owner reserves the right to reject the bid of any Bidder who fails to furnish the information required under Sections 6.3 and 6.4.

§ 6.5 Unit Prices

§ 6.5.1 Each Bidder shall submit as part of the Bid a list of unit prices as designated on the Form of Proposal.

§ 6.5.2 Unit prices are for changing or adjusting the scope or quantity of work from that indicated by the contract drawings and specifications.

§ 6.5.3 Unit prices shall include all labor, materials, equipment, appliances, supplies, overhead and profit.

§ 6.5.4 Only a single unit price per item shall be given and it shall apply for either more or less work than indicated or specified in the contract documents. In the event the contract is adjusted by unit prices, a change order shall be issued for the change and for the increased or decreased amount.

§ 6.5.5 Unit prices listed by the Bidder and accepted by the Owner shall apply to all phases of work whether the work is performed by the Bidder or by the Bidder's (Contractor's) subcontractors.

§ 6.5.6 For unit prices that apply to a lump sum Base Bid, the Owner reserves the right, prior to an award of contract, to negotiate, adjust and/or reject any price that is determined by the Architect, Construction Manager, or Owner to be excessive or unreasonable in amount.

§ 6.5.7 On line item total sum bids where Bidders are quoting firm unit prices for estimated quantities of units of work, the unit price is the Bid and is not subject to change, either by the Bidder or Owner. The Owner reserves the right to correct mathematical errors in extensions and additions by the Bidder. The Owner's corrected bid sum total shall take preference over the Bidder's computed bid sum total.

§ 6.6 Bid Division, Material Suppliers, and Purchase Orders

§ 6.6.1 This Section applies to projects with or without Bid Division (Multiple Prime Contracts), and those Projects that provide for direct purchase by the Owner of materials and equipment from Material Suppliers.

§ 6.6.2 For Projects with Bid Division: General Construction and Concrete, Masonry, Plumbing, HVAC and Electrical Contractors shall provide with their Bid a breakdown of major material items (excluding sales tax). This breakdown shall include description of the item, name of the manufacturer, name of the supplier, and the amount of the supplier's quote. The Owner will issue Purchase Orders direct to the suppliers for these materials. The following shall be provided:

- .1 Within four (4) days from the Bid Date, the low Bidder shall furnish to the Owner the list of material suppliers of the items listed on the bid breakdown, with authorization given to the Contractor to quote the materials listed and that the Supplier will furnish the listed materials to the Owner under the Owner's standard Purchase Order for the amount stated on the Contractor's bid breakdown. Failure of any Contractor to provide this written list of material suppliers with authorization will cause forfeiture of the bid security.
- .2 The Contractor shall also guarantee to the Owner that materials listed in the breakdown to be purchased directly by the Owner shall comply with requirements of the Contract Documents and that the quantity of such material is sufficient to complete the Bid Division. The Performance and Payment Bonds required of the Contractor shall be in the combined amount of the materials designated in its bid to be acquired by Purchase Order by the Owner and all remaining items of cost in the respective Bid Division. Contractor shall provide an invoice from the supplier to the Owner with Contractor's Application for Payment.
- .3 Material Suppliers will be paid the full amount of their invoices. Retainage that would otherwise be withheld from invoices submitted by and paid to a material supplier shall be withheld from the approved payment request of the Contractor. Refer to General Conditions for further requirements regarding retainage.
 - a Lockers, Library, Kitchen, Shop, Technology, Science or other major equipment bid divisions shall provide with their Bid a breakout price for the material portions of the Bid (excluding sales tax). Award of contract will be based on the lump sum price of the accepted Bid that includes labor and materials. The Owner will issue a Purchase Order for the material and a contract for the labor and incidental materials. Retainage will be held on both the Purchase Order and the Contract in accordance with the General Conditions.
 - b The language of the Bid Divisions is designed to outline and define the work in general to be included in a particular Bid Division and to prevent overlapping and conflicting requirements within other Bid Divisions. No Bidder shall use the omission of any item from this language as a basis for a claim for additional cost when such item is specified or indicated to be part of a complete and workable system.
 - c It is the responsibility of the Bidder to determine which Bid Division or combination of Bid Divisions the Bidder desires to Bid.

§ 6.6.3 For Projects without Bid Division but with direct purchase by the Owner of materials and equipment from Material Suppliers, Contractors shall comply with paragraph 6.6.2 above as applicable to the Project. The Owner will issue Purchase Orders direct to the suppliers for these materials. Award of contract will be based on the lump sum price of the accepted bid that includes labor and materials. Retainage will be held on both the Purchase Orders and the Contract(s) in accordance with the General Conditions.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 Unless stipulated otherwise in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be executed by a surety company authorized to do business in Kentucky.

§ 7.1.2 The cost of such bonds shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312™-2010, Performance Bond and Payment Bond — KDE Version. Both bonds shall be written in the amount of the Contract Sum, being the total of the Base Bid, as described in Section 1.5 herein, and all Alternates accepted by the Owner.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101™-2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — KDE Version, except for those Projects utilizing a Construction Manager the Agreement will be written on AIA Document A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Advisor Edition — KDE Version. Owner-Contractor Agreements shall be valid only after written notice by the Kentucky Department of Education that the proposed Agreements are approved.

ARTICLE 9 PUBLIC WORKS ACT [Reference: KRS 337.505 to 337.550]

§ 9.1 Labor Regulations

§ 9.1.1 Work shall be performed in compliance with applicable provisions of the Kentucky Prevailing Wage Act on Public Works Projects, KRS 337.505 through KRS 337.550.

§ 9.1.2 Prevailing wage rates, included with the Bidding Documents, shall be paid on this Project if required under Section 10.1.1. The stipulated wage rates represent prevailing minimum wage rates of pay allowable and shall not be construed to mean that higher rates may not have to be paid in order to secure labor.

§ 9.1.3 Any Bidder and/or subcontract bidder in violation of any wage or work act provision (KRS 337.510 to KRS 337.550) and under citation by the Kentucky Department of Labor is prohibited by KRS 337.990 from bidding on or working on any and all public works contracts either in their name or in the name of any other company, firm, or other entity in which there is vested interest. No Bid shall be submitted by a prime Bidder or sub-bidder in violation of KRS Chapter 337. The responsibility of the qualifications of the sub-contract Bidder is solely that of the prime Bidder. The rejection of the subcontract Bidder and resubmittal of a qualified subcontract Bidder shall be addressed per the provisions of these Instructions to Bidders relating to subcontract Bidders (subcontractors) and materials.

§ 9.2 Davis-Bacon Act Provisions

Projects funded with Federal Funds shall comply with the Davis-Bacon Act (Subchapter IV of Chapter 31 of the Title 40 of the United States Code). Where the amount received from federal revenue sharing is less than 25 percent of the estimated total construction cost of a public school project, state law and not the federal applies to the wage rate and the prevailing wage scale to be used for the project (OAG 74-329). Refer to Supplementary Conditions for direction regarding application of federal rates, if included in the bidding documents, to this project. In the event both state and federal wage rates apply, the higher of the two rates shall be used to determine labor costs.

ARTICLE 10 TAXES

§ 10.1 Kentucky Sales and/or Use Tax [Reference KRS 139.495(1)]

Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax, unless provisions are clearly noted in the bidding documents for the direct purchase of certain materials and equipment by the Owner. Materials and equipment which are to be submitted for direct purchase are as noted by the Architect or Construction Manager in the Form of Proposal and shall be limited to forty (40) items with a minimum price of \$5,000 each. All other materials and equipment shall be included in the Contract Price and are subject to Kentucky Sales and/or Use Taxes. Current Sales and/or Use Tax shall be provided for and included in the bid amount as no adjustment will be permitted nor made after the receipt of bids.

§ 10.2 Federal Excise Tax

The Commonwealth of Kentucky and its political subdivisions are exempt from Federal Excise Tax.

ARTICLE 11 POST BID REVIEW AND MATERIAL SUBMITTAL

§ 11.1 Representative at Bid Opening

§ 11.1.1 Each prime Bidder shall have an authorized representative at the bid opening for submittal of the list of materials and equipment, and the post bid review which follows immediately after the opening and reading of bids.

§ 11.1.2 Following the opening of bids, the three (3) apparent low Bidders shall remain for a post-bid review, and shall submit a completed list of materials, equipment and suppliers within one (1) hour from the close of the reading of the bids. The list of materials and equipment shall be the listing contained in the Form of Proposal.

§ 11.1.3 The post bid review, open to all bidders, will be conducted jointly with representatives of the Architect and Construction Manager (if utilized), Owner, and apparent low Bidder. Preliminary review will be directed toward Bidder's qualifications, list of subcontractors, list of materials and equipment, and unit prices.

ARTICLE 12 EQUAL EMPLOYMENT AND NONDISCRIMINATION

The Commonwealth of Kentucky and its political subdivisions are committed to equal job opportunities on public contracts and prohibited from discrimination based on race, creed, color, sex, age, religion, or national origin.

ARTICLE 13 CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS, USE OF CONFIDENTIAL INFORMATION [Reference KRS 45A.455]

Conflict of Interest, Gratuities, Kickbacks, and Use of Confidential Information as described in KRS 45A.455 are expressly prohibited. Penalties for any violation under this statute are located in KRS 45A.990.

ARTICLE 14 KENTUCKY FAIRNESS IN CONSTRUCTION ACT OF 2007 [Reference KRS 371.400 to 371.425]

Projects constructed for school districts in the Commonwealth of Kentucky are subject to provisions of the Kentucky Fairness in Construction Act of 2007 as it relates to the right to litigate, the right to delay damages against the Owner, the right to file a mechanic's lien, prompt payment by Owners, amount of retainage that can be withheld and other provisions of the Act.

ARTICLE 15 KENTUCKY PREFERENCE LAW [Reference KRS 45A.490 to 45A.494]

§ 15.1 Projects constructed for school districts in the Commonwealth of Kentucky are subject to provisions of the reciprocal preference for Kentucky Preference for Resident Bidders law, KRS 45A.490 to KRS 45A.494. Reciprocal preference shall be given by public agencies to resident bidders.

§ 15.2 The Kentucky Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this Section shall be given.

§ 15.3 The reciprocal preference as described in KRS 45A.490 to KRS 45A.494 above shall be applied in accordance with Kentucky Administrative Regulation 200 KAR 5:400.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any)

Sample Documents

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

(Contractor as Principal)

(Seal)

(Witness)

(Title)

(Surety)

(Seal)

(Witness)

(Title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:35:11 on 09/18/2013 under Order No. 1442448464_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 2010, Bid Bond, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

BG No. _____

Date: _____ To: (Owner) _____

Project Name: _____ Bid Package No. _____

City, County: _____

Name of Contractor: _____

Mailing Address: _____

Business Address: _____ Telephone: _____

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, for the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum _____ (Insert the addendum numbers received or the word "none" if no addendum received.)

BASE BID: For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

_____ Use Figures

_____ Dollars & _____ Cents
Use Words Use Words

ALTERNATE BIDS: (If applicable and denoted in the Bidding Documents)

For omission from or addition to those items, services, or construction specified in Bidding Documents by alternate number, the following lump sum price will be added or deducted from the base bid.

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change from the Base Bid
Alt. Bid No. 1				☐
Alt. Bid No. 2				☐
Alt. Bid No. 3				☐
Alt. Bid No. 4				☐
Alt. Bid No. 5				☐
Alt. Bid No. 6				☐
Alt. Bid No. 7				☐
Alt. Bid No. 8				☐
Alt. Bid No. 9				☐
Alt. Bid No. 10				☐

A maximum of 10 Alternate Bids will be acceptable with each Base Bid. Do not add supplemental sheets for Alternate Bids to this document.

LIST OF PROPOSED SUBCONTRACTORS:

List on the lines below each major branch of work and the subcontractor involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate.

The listing of more than one subcontractor in a work category shall invalidate the bid.

The listing of the bidder as the subcontractor for a work category certifies that the bidder has in current employment, skilled staff and necessary equipment to complete that category. The architect/engineer will evaluate the ability of all listed subcontractors to complete the work and notify the owner. Listing of the bidder as the subcontractor may invalidate the bid should the architect's review indicate bidder does not have skilled staff and equipment to complete the work category at the time the bid was submitted.

A maximum of 40 subcontractors will be acceptable with each bid. Do not add supplemental sheets for subcontractors to this document.

The bidder shall submit the list of subcontractors with the bid.

	<u>BRANCH OF WORK</u> (to be filled out by the Architect)	<u>SUBCONTRACTOR</u> (to be filled out by the contractor)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
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10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

	<u>BRANCH OF WORK</u> (to be filled out by the Architect)	<u>SUBCONTRACTOR</u> (to be filled out by the Contractor)
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		
26.		
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36.		
37.		
38.		
39.		
40.		

LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:

List on the lines below each major material category for this project and the suppliers and manufacturers involved with that portion of work. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

The listing of more than one supplier or manufacturer in a material category shall invalidate the bid.

A maximum of 40 suppliers and manufacturers will be acceptable with each bid. Do not add supplemental sheets for suppliers to this document.

The bidder shall submit the list of suppliers and manufacturers within one (1) hour of the bid.

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
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40.			

UNIT PRICES:

Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

A maximum of 40 unit prices will be acceptable with each bid. Do not add supplemental sheets for unit pricing to this document.

The bidder shall submit the list of unit prices within one (1) hour of the bid.

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u> (to be filled out by the Contractor)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u> (to be filled out by the Contractor)
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
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29.			
30.			
31.			
32.			
33.			
34.			
35.			
36.			
37.			
38.			
39.			
40.			

DIRECT MATERIAL PURCHASES:

Indicate on the lines below those materials to be purchased directly by the Owner with a Purchase Order to be issued by the Owner to the individual suppliers. The value of the direct Purchase Order cannot be less than \$5,000. Following the approval of bids, the Contractor shall formalize this list by completing and submitting the electronic Purchase Order Summary Form provided by KDE. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

A maximum of 50 POs will be acceptable with each bid. Do not add supplemental sheets for additional POs to this document.

The bidder shall submit the list of Purchase Orders within four (4) days of the bid.

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
1.			
2.			
3.			
4.			
5.			
6.			
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8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
20.			
21.			
22.			
23.			
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25.			
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27.			
28.			
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30.			
31.			
32.			
33.			
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35.			
36.			
37.			
38.			
39.			
40.			
41.			
42.			
43.			
44.			

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
45.			
46.			
47.			
48.			
49.			
50.			

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:

In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check which accompanied it shall be forfeited to and become the property of the Owner as liquidated damages for failure to execute the contract.

The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR / BIDDER: _____

AUTHORIZED REPRESENTATIVE'S NAME: _____
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): _____

AUTHORIZED REPRESENTATIVE'S TITLE: _____

NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than of \$25,000.

This form shall not be modified.

List of Unit Prices
(Attach completed form to bid)

The following list of proposed Unit Prices is required by the Owner to be completed, executed and submitted with the Bidder's Proposal. All proposed Unit Prices are subject to approval by Owner and Architect.

Unit prices shall include the furnishing of all labor, materials, supplies, services and shall include all items of cost, overhead and profit for the contractor and any subcontractor involved, and shall be used uniformly, without modification, for either additions or deductions. The unit prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes or extra work performed under the Contract.

<u>Work Performed</u>	<u>Unit Price</u>
1. Remove & dispose of floor tile and associated mastic	____/ sq. ft.
2. Remove & dispose of pipe joints	____/ each
3. Remove & dispose of pipe insulation	____/ ln. ft.
4. Remove & dispose of 12" ceiling tile glue dots	____/ sq. ft.
5. Remove & dispose of linoleum	____/ sq. ft.
6. Remove & dispose of fluorescent light tubes	____/ each
7. Remove & dispose of PCB light ballasts	____/ each
8. Remove & dispose exit lights (batteries)	____/ each
9. Mobilization	____/ trip

END OF SUPPLEMENT TO FORM OF PROPOSAL

Kentucky Department of Education Version of **AIA** Document A101™ – 2007

*Standard Form of Agreement Between Owner and
Contractor where the basis of payment is a Stipulated Sum*



This version of AIA Document A101™–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A101–2007 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A101–2007 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

Cite this document as "AIA Document A101™–2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — KDE Version," or "AIA Document A101™–2007 — KDE Version."

Kentucky Department of Education Version of AIA® Document A101 – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____
in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.



This version of AIA Document A101–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A101 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A101–2007 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Owner direct Purchase Orders, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than

() days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work. Either list requirements for earlier Substantial Completion here or refer to an exhibit attached to this Agreement.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of

(\$), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be

(\$), subject to additions and deductions as provided in the Contract Documents.

(List the base bid amount, sum of accepted alternates, total construction cost (the sum of base bid amount plus sum of accepted alternates), sum of Owner's direct Purchase Orders. The Contract Sum shall equal the sum of Total Construction Cost, less Owner direct Purchase Orders. Either list this information here or refer to an exhibit attached to this Agreement.)

	Amount
Base Bid	\$
Sum of Accepted Alternates	\$
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$
Sum of Owner's direct Purchase Orders	\$
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$

Init.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires. Either list alternates here or refer to an exhibit attached to this Agreement.)

Number	Item Description	Amount
	Total of Alternates	

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable. Either list unit prices here or refer to an exhibit attached to this Agreement.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price. Either list allowances here or refer to an exhibit attached to this Agreement.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the _____ day of the _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

State law (KRS 371.405) requires the Owner to pay undisputed Applications for Payment within forty-five (45) business days following receipt of the invoices. If the Owner fails to pay the Contractor within forty-five (45) business days following receipt of an undisputed Application for Payment, state law requires the Owner shall pay interest to the Contractor beginning on the forty-sixth business day after receipt of the Application for Payment, computed at the rate required by state law.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of _____ percent (_____ %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction — KDE Version;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of _____ percent (_____ %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007 — KDE Version.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 — KDE Version requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

Init.

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007 — KDE Version.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Contractor, and the material suppliers will be paid the full amount of their invoices. The Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, up to fifty percent (50%) completion of the Work, then provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in Retainage to five percent (5%) of the current Contract Sum plus Purchase Orders. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in the General Conditions of the Contract for Construction. After Substantial Completion, if reasons for reduction in retainage are certified in writing by the Architect, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Owner when deemed reasonable. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete work.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007 — KDE Version, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect; and
- .3 the Contractor provides the Owner with affidavits that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and with Consent of Surety for final payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 — KDE Version, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007 — KDE Version, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007 — KDE Version
- ☐ Litigation in a court of competent jurisdiction where the Project is located
- ☐ Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007 — KDE Version.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007 — KDE Version.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 — KDE Version or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at such rate required by state law, or in the absence of law, at the legal rate prevailing at the time and place where the Project is located.
(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:
(Name, address and other information)

§ 8.4 The Contractor's representative:
(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor — KDE Version.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction — KDE Version.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

(Either list Supplementary and other Conditions of the Contract here or refer to an exhibit attached to this Agreement.)

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following

.2 Other documents, if any, listed below:

Init.

AIA Document A101–2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. Kentucky Department of Education Version of AIA Document A101–2007. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on _____ under license number _____, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 — KDE Version provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- A. AIA Document A701–1997, Instructions to Bidders — KDE Version
- B. Contractor's Form of Proposal
- C. KDE Purchase Order Summary Form

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007 – KDE Version.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007 – KDE Version. Either list insurance and bond information here or refer to an exhibit attached to this Agreement.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place
of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____ Signature: _____

Name Name

and Title: and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

§ 16.1 Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky.

§ 16.2 Insurance Agency and Agents issuing bond shall be registered and licensed to conduct business in the Commonwealth of Kentucky with the appropriate Power of Attorney included.

§ 16.3 Bond shall comply with all statutory requirements of the Commonwealth of Kentucky including the Kentucky Unemployment Insurance Law.

§ 16.4 No suit, action or proceeding by reason or any default whatever shall be brought on this bond after two (2) years from the date on which final payment of the contract fall due and provided further that if any alterations or additions which may be made under the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder. Notice to the Surety of any such alterations, extensions, or forbearance being expressly waived.

This obligation shall remain in force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

Kentucky Department of Education Version of AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place
of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____ Signature: _____

Name Name

and Title: and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any

Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

§ 18.1 Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky.

§ 18.2 Insurance Agency and Agents issuing bond shall be registered and licensed to conduct business in the Commonwealth of Kentucky with the appropriate Power of Attorney included.

§ 18.3 Bond shall comply with all statutory requirements of the Commonwealth of Kentucky including the Kentucky Unemployment Insurance Law.

§ 18.4 No suit, action or proceeding by reason or any default whatever shall be brought on this bond after two (2) years from the date on which final payment of the contract fall due and provided further that if any alterations or additions which may be made under the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder. Notice to the Surety of any such alterations, extensions, or forbearance being expressly waived.

This obligation shall remain in force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

Kentucky Department of Education Version of AIA Document A201™ – 2007

General Conditions of the Contract for Construction



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Cite this document as “AIA Document A201™–2007, General Conditions of the Contract for Construction—KDE Version,” or “AIA Document A201™–2007 — KDE Version.”

Kentucky Department of Education Version of AIA Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Johnson Elementary Asbestos Abatement

1180 North Fort Thomas Avenue, Fort Thomas, KY 40175

THE OWNER:

(Name, legal status and address)

Fort Thomas Independent Schools

28 North Fort Thomas Avenue

Fort Thomas, KY 40175

THE ARCHITECT:

(Name, legal status and address)

Air Source Technology, Inc.

131 Prosperous Place, Suite 17

Lexington, KY 40509

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Owner direct Purchase Orders, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 (Not Used)

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for

information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further

warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design

concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment, and, at the discretion of the Owner may be the Owner's representative during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications Facilitating Contract Administration

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance

with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design)

proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.1.4 Proposed Change in the Work equal to or exceeding \$25,000 additive or deductive, shall be subject to approval by the Kentucky Department of Education prior to execution of the Change Order by the Owner.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed fifteen (15%) of the net cost of the change. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage as stipulated in Section 9.3.4.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Contractor, and the material suppliers will be paid the full amount of their invoices. The Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, up to fifty percent (50%) completion of the Work, then provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in Retainage to five percent (5%) of the current Contract Sum plus Purchase Orders. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in Section 9.8. herein. After Substantial Completion, if reasons for reduction in retainage are certified in writing by the Architect, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Owner when deemed reasonable. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents or as required by state law, whichever is more restrictive, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The ability to occupy and utilize the Work or designated portion thereof shall require an

occupancy permit issued by the Kentucky Department of Housing, Building, and Construction and any other agencies that have statutory authority and approval requirements.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

- .1 Upon receipt and approval of the final Application for Payment, for each Contract and Purchase Order, if any, the Architect will prepare, and the Architect and Owner shall complete their portion of the Kentucky Department of Education BG-4 Contract Closeout Form – 2013, and forward the board-approved BG-4 form to the Kentucky Department of Education with a copy of the final Certificate for Payment upon the Board authorizing the BG-4 form, accepting the Work, and approving final payment to the Contractor or Material Supplier.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Such insurance shall be no less than the following amounts:

- | | |
|----------------------|--|
| (1) Public Liability | \$200,000.00 one person/maximum each person
\$500,000.00 one accident/maximum each person |
| (2) Property Damage | \$200,000.00 one accident/maximum
\$500,000.00 aggregate |

§ 11.1.2.1 The insurance required by Section 11.1.1 shall be written for not less than the following limits, or greater if required by law:

- (1) Worker's Compensation:

a. State	Statutory
b. Applicable Federal (e.g., Longshoreman's)	Statutory
c. Employer's Liability	\$500,000
- (2) Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protection; Product Liability and Completed Operations; Broad Form Property Damage);

a. General Aggregate (except Products-Completed Operations)	\$1,000,000
b. Products-Completed Operations Aggregate	\$1,000,000
c. Personal/Advertising Injury (per person/organization)	\$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
e. Limit per Person Medical Expense	\$10,000
f. Exclusions of Property in Contractors Care, Custody or Control will be eliminated.	
g. Property Damage Liability Insurance will provide Coverage for Explosion, Collapse, and Underground Damage.	
- (3) Contractual Liability:

a. General Aggregate	\$1,000,000
b. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
- (4) Automobile Liability:

a. Bodily Injury	\$500,000 Each Person \$1,000,000 Each Accident
b. Property Damage	\$500,000 Each Accident, or a combined single limit of \$1,000,000
- (5) Liability coverage for the Owner, the Architect, the Architect's Consultants and others listed in the Supplementary Conditions will be provided (subject to customary exclusions for professional liability), by endorsement as additional insured's on the Contractor's Liability Policy.
- (6) Excess Liability Umbrella Form:

a. General Aggregate	\$1,000,000
b. Each Occurrence	\$1,000,000

§ 11.1.2.2 There shall be an endorsement in each of the above policies reading as follows: "It is hereby agreed that in the event of a claim arising under this policy, the company may not deny liability be reason of the insured being a state, county, municipal corporation or governmental agency."

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or

companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 Boiler and Machinery Insurance

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.6.1 Before an exposure to loss may occur, the Owner shall provide the Architect and the Kentucky Department of Education with certificates of insurance coverage required by this Section 11.3.

§ 11.3.7 Waivers of Subrogation

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 Unless otherwise provided, when the Contract Sum exceeds twenty-five thousand dollars (\$25,000) the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. A surety company authorized to do business in Kentucky shall execute bonds, and the cost thereof shall be included in the Contract Sum. Unless otherwise provided, the amount of each bond shall be equal to 100% of the Contract Sum plus Purchase Orders, or 100% of the Lump Sum Base Bid plus or minus accepted Alternates, whichever is greater.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the

Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.1.1 None of the Contract Documents for this project shall be construed against the party preparing documents on the grounds that the party prepared or drafted the document, or any portion thereof.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as required by state law, or in the absence of law, at the legal rate prevailing at the time and place where the Project is located.

§ 13.7 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any

other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case

may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation, which shall be in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201, 1987 edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

Time to Complete

A. Final completion of the work to be performed under the Contract shall be achieved within the following specified numbers of working days from the start date.

- Abatement 20 Working Days (30 Calendar Days)

Failure to Complete Work in Time Specified - Liquidated Damages

A. Should the Contractor fail to complete the Work within the time specified herein, the Owner shall withhold \$500.00 per calendar day that the Contractor requires, above the number of days specified herein, to complete the Work or in the event there are not sufficient moneys to be withheld, Contractor shall be liable to and pay to Owner \$500.00 for each calendar day beyond the date established for completion of the Work. Such moneys withheld and/or to be paid to Owner are not a penalty but shall be compensation for liquidated damages, and additional cost suffered by the Owner due to failure of the Contractor to complete the Work within the time specified.

Requests for Payment

A. The Contractor shall, by completion of project, deliver to the Owner and Designer a Request for Payment which includes an itemized estimate of the quantities of the Work completed during the abatement, together with payrolls for all labor and such other data supporting the Contractor's right to payment for subcontracts or material as the Owner or the Designer may require.

B. In each Request for Payment, Contractor shall certify that such Request for Payment represents a just estimate for Work completed and shall also certify as follows:

1. "There are no mechanics or materialmen liens outstanding at the date of this requisition, that all due and payable bills with respect to the Work have been paid to date or are included in amount requested in the current application, and that, except for such bills not paid but so included, there is no known basis for the filing of any mechanics or materialmen liens on the Work, and that waivers from all Subcontractors and materialmen have been obtained in such form as to constitute an effective waiver of lien under the laws of the State of Kentucky."

C. Contractor shall furnish with each Request for Payment waivers of lien for itself and each of its Subcontractors and any other such forms as required by Owner in order to assure an effective waiver of mechanic and materialmen liens in compliance with Kentucky law.

Payments to Contractor and Final Completion

A. The Designer will review the Contractor's Requests for Payment and will promptly take appropriate action to verify Contractor's estimates. Such amount as the Designer may recommend for payment shall be payable by the Owner not later than the 25th day of the month, provided, however, in the event that Contractor has not submitted with his Request for Payment, all necessary certificates, waivers, and other items called for in Section 5.01 prior to the 5th day of the month, payment will not be due Contractor until 30 days after the date on which all such submittals have been made to Owner by

Contractor. With respect to each payment to the Contractor, Owner shall retain an amount equal to 10% of the amount recommended by the Designer for payment.

B. Final Completion shall be achieved at such time as final clearance as described in the Technical Specifications has been successfully completed and approved in writing by the Designer. Within 30 days after final completion of the Work and acceptance thereof by Owner or as soon thereafter as possible, Contractor shall submit a Final Request for Payment which shall set forth all amounts due and remaining unpaid to the Contractor and upon approval thereof by the Designer, and provided that the Work has been accepted by Owner and the Contract fully performed, Owner shall pay to Contractor the amount due under such final request.

C. The final payment shall not be made until Contractor delivers to Owner a complete release of all liens arising out of the Contract and an affidavit that so far as Contractor has knowledge or information the release includes and covers all materials and services for which a lien could be filed, but Contractor may, if any Subcontractor or supplier refused to furnish a release in full, furnish a bond satisfactory to Owner to indemnify Owner against any lien.

Change Orders

The Contractor shall be required to conform to the following: a) submit labor, material, overhead and profit cost breakdowns for lump sum change orders; b) limit the total overhead and profit markup on change orders to 15% maximum, and c) define overhead to include any bond or insurance premium, rental of small tools, light truck use, time of the Contractor, Project Superintendent and office personnel, and time for site investigation, estimating, and shop drawings.

Public Works Act

Prevailing Wage requirements have been repealed in KY as of January 7, 2017.

END OF SUPPLEMENTARY CONDITIONS

SECTION 01013 - SUMMARY OF WORK - ASBESTOS ABATEMENTPART 1 - GENERALPROJECT IDENTIFICATION

General: The project name is FORT THOMAS INDEPENDENT SCHOOLS - ASBESTOS ABATEMENT, as shown in the Contract Documents prepared by the Project Designer. The project site is located at the Johnson Elementary School, 1180 North Fort Thomas Avenue, Fort Thomas, KY 40175.

DESCRIPTION

- A. The Contractor shall furnish all labor, temporary facilities, materials, and equipment in accordance with the requirements of the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and other regulatory agencies to complete removal of asbestos-containing materials as specified.
- B. The work specified herein shall be the removal of asbestos-containing material by EPA-accredited persons who are knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of asbestos-containing material, as well as the subsequent cleaning of the affected environment. These persons must comply with federal and state regulations mandating work practices, and they must be capable of performing the work of this contract.
- C. The requirements of the Contract will govern when the specifications are more stringent than prevailing legal requirements.

Contract Documents: Indicate the work of the Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:

Applicable codes and regulations.

Notices and permits.

Existing site conditions and restrictions on use of the site.

Alterations and coordination with existing work.

Work to be performed subsequent to work under this Contract.

Summary of References: Work of the Contract can be summarized by references to the Contract, General Conditions, Special Conditions, Specification Sections, Drawings, addenda and modifications to the contract documents issued subsequent to the initial printing of this project manual and including but not necessarily limited to printed material referenced by any of these. Work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions, and other forces outside the contract documents.

Summary of Work: Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:

Base Bid includes:1950 Building

- Task 1. Remove and dispose of approximately 100 linear feet of asbestos-containing pipe joint compound throughout designated areas of the building. Note: Demolition of any ceilings or walls to access designated pipe insulation shall be included in the base bid.

- Task 2. Remove and dispose of approximately 7,400 square feet of asbestos-containing floor tile and associated mastic throughout designated areas of the building. Note: Much of the floor tile is under carpet or newer floor tile and the cost of removing the carpet/newer floor tile shall be included in the base bid.

1971 Building

- Task 3. Remove and dispose of approximately 1,000 square feet of asbestos-containing linoleum throughout designated areas of the building.
- Task 4. Remove and dispose of approximately 30 linear feet of asbestos-containing pipe joint compound throughout designated areas of the building. Note: Demolition of any ceilings or walls to access designated pipe insulation shall be included in the base bid.

Gym Building

- Task 5. Remove and dispose of approximately 5,000 square feet of asbestos-containing floor tile and associated mastic throughout designated areas of the building.
- Task 6. Remove and dispose of approximately 100 linear feet of asbestos-containing pipe joint compound throughout designated areas of the building. Note: Demolition of any ceilings or walls to access designated pipe insulation shall be included in the base bid.

1927 Building

- Task 7. Remove and dispose of approximately 2,600 square feet of asbestos-containing glue dots above 12" ceiling tile throughout designated areas of the building. Note: The Abatement Contractor shall remove any lighting, electrical conduit, etc. necessary to remove the glue dots and the cost shall be included in the base bid. The General Contractor shall be responsible for removing drop ceiling tile, associated metal grid, lighting in drop ceiling, etc. prior to the start of abatement activities.
- Task 8. Remove and dispose of approximately 4,300 square feet of asbestos-containing floor tile and associated mastic throughout designated areas of the building. Note: Some of the floor tile is under carpet or newer floor tile and the cost of removing the carpet/newer floor tile shall be included in the base bid.
- Task 9. Remove and dispose of approximately 100 linear feet of asbestos-containing pipe joint compound and 30 linear feet of aircell pipe insulation throughout designated areas of the building. Note: Demolition of any ceilings or walls to access designated pipe insulation shall be included in the base bid.

All Buildings

- Task 10. Remove and dispose of approximately 590 fluorescent light fixtures throughout all buildings. These may have PCB-containing ballasts and the fluorescent light tubes must be handled as mercury-containing light tubes.
- Task 11. Remove and dispose of batteries from approximately 26 exit lights throughout all buildings.
- Task 12. Remove and dispose of approximately 20 mercury thermostats throughout all buildings.

ADDITIONAL DUTIES OF CONTRACTOR

In addition to other items specifically noted the Contractor is responsible for the following:

Maintain exterior integrity and security.

Give required notices.

Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of Work.

Assume responsibility for Work known to be contrary to such requirements without notice.

Promptly submit notice to the Project Designer of variances from legal requirements by Contract Documents.

Maintain security of contaminated waste material left on site prior to disposal.

Store contaminated waste in lockable trailers or dumpsters, or make other suitable arrangements.

Provide and pay for the repair of all damage to the building and related facilities caused by the Contractor.

All personnel employed by the Contractor for the Work of this Project are subject to the approval of the Project Designer throughout the duration of the Work.

SITE INVESTIGATION

The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of asbestos-containing materials; roads and uncertainties of weather; physical conditions at the building and site; the character of equipment and facilities needed prior to and during the prosecution of the Work; and the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. **Contractor is to field verify all quantities, conditions, dimensions, etc. related to this project prior to bidding.**

The work includes the removal of asbestos-containing materials according to the requirements of the following specification sections in the sequence indicated:

General and Administrative Requirements: are set forth in the following specification sections:

01013 Summary of the Work - Asbestos Abatement
01041 Project Coordination
01043 Project Coordination - Asbestos Abatement
01091 Definitions and Standards - Asbestos Abatement

Abatement Work: requirements are set forth in the following specification sections, listed here according to the sequence of the sequence of the work:

01092 Applicable Codes - Asbestos Abatement: sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.

01503 Temporary Facilities - Asbestos Abatement: sets forth the support facilities needed such as electrical and plumbing connections for the decontamination unit and office space for the Project Administrator.

01410 Test Laboratory Services: describes air monitoring by owner so that the building beyond the work area will remain uncontaminated. Air monitoring to determine required respiratory protection is the responsibility of the Contractor.

Asbestos Removal Work Procedures: are described in the following specification sections:

02081 Removal of Asbestos-Containing Materials
02084 Disposal of Asbestos-Containing Waste Material

Decontamination of the Work Area: after completion of abatement work is described in the following sections:

01712 Cleaning and Decontamination Procedures: sets forth specific cleaning procedures to be used on contaminated objects and rooms prior to and during abatement activities.

01711 Project Decontamination: describes the sequence of cleaning and decontamination procedures to be followed during removal of the sheet plastic barriers isolating a work area.

01714 Work Area Clearance: describes the analytical methods used to determine if the work area has been successfully cleaned of contamination.

01701 Project Closeout: details the closeout procedures to end the project once abatement work is complete including final paperwork requirements.

PLAN OF ACTION

Submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the location and layout of decontamination areas, the sequencing of asbestos work, the interface of trades involved in the performance of work, methods to be used to assure the safety of building occupants and visitors to the site, disposal plan including location of approved disposal site, and a detailed description of the methods to be employed to control pollution. Expand upon the use of portable HEPA ventilation system, closing out of the building's HVAC system, method of removal to prohibit visible emissions in work area, and packaging of removed asbestos debris. The plan must be approved by the Owner's Representative prior to commencement of work.

POTENTIAL ASBESTOS HAZARD

The disturbance or dislocation of asbestos-containing materials may cause asbestos fibers to be released into the atmosphere, thereby creating a potential health hazard to workmen and building occupants. Apprise all workers, supervisory personnel, subcontractors and Designers who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed.

Where in the performance of the work, workers, supervisory personnel, subcontractors, or Designers may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos-containing materials, take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state, and local agencies.

STOP WORK

If the Owner, the Owner's Representative, or the Project Administrator presents a written stop work order, immediately stop all work. Do not recommence work until authorized in writing by Owner's Representative.

CONTRACTOR USE OF PREMISES:

General: During the entire construction period the Contractor shall have the exclusive use of the premises for construction operations, including full use of the site.

Use of the Site: Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.

Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons.

Contractor's Use of the Existing Building: Maintain existing building in a safe and weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

Keep public areas such as hallways, stairs, elevator lobbies, and toilet rooms free from accumulation of waste, rubbish, or construction debris.

Smoking will not be permitted within the building. Open fires will not be permitted within the building enclosure or on the premises.

Use of Stairways: The Contractor will be permitted use of stairways within the work area. Stairway entrances shall not be blocked with supplies, equipment, or waste materials. Do not block hallways.

Emergency Egress: Two emergency exits shall be prepared prior to the start of work. Each exit shall be checked regularly by the Contractor Supervisor to assure that these openings are unobstructed and that the barriers over them have not been breached.

OWNER OCCUPANCY

The Owner will surrender occupancy of the work area during abatement. The Project Designer or other Owner representatives will enter the work area on a regular basis, if necessary, to maintain operations.

RELATED WORK NOT INCLUDED IN THIS CONTRACT

Any items marked "N.I.C." are not included in this contract. Work which is required to be performed prior to, or in connection with the work of this contract will be performed by others under direct Contract with the Owner, or as otherwise stated.

DISCLAIMER

The asbestos specifications developed by Air Source Technology, Inc. have been prepared utilizing information made available by the owner of the property and the limited asbestos survey performed by Air Source Technology, Inc. Air Source Technology, Inc. makes no warranty, expressed or implied, that the plans and specifications identify all of the asbestos-containing material located in the subject property.

IDENTIFICATION OF THE OWNER

Fort Thomas Independent Schools
28 N. Fort Thomas Avenue
Fort Thomas, Kentucky, 40175
(859) 781-3333

PROJECT DESIGNER

Air Source Technology, Inc.
131 Prosperous Place, Suite 17
Lexington, KY 40509
(859) 299-0046

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION - 01013

SECTION 01041 - PROJECT COORDINATIONPART 1 - GENERALREFERENCE:

The Abatement Contractor, in conjunction with the General Contractor, Owner, Owner's Representative, Project Designer, and the Independent Testing Laboratory personnel shall coordinate the Project scheduling and phasing at the pre-construction meeting and at periodic progress meetings.

The Contractor will be provided adequate locations for access to the buildings, grounds and utilities (contractor to confirm availability and capacity of necessary utilities and be responsible for operation) to perform the Work. These locations will be determined at the pre-construction meeting. No Unauthorized use of building and grounds will be permitted.

CONSTRUCTION ORGANIZATION AND START-UP:

- A. The Contractor shall establish on-site lines of authority and communications including the following:
 - 1. Attend pre-construction meeting and progress meetings as required by the Project Designer.
- B. The Contractor shall comply with procedures for intra-project communications including:
 - 1. Submittals
 - 2. Reports and records
 - 3. Recommendations
 - 4. Coordination of drawings
 - 5. Schedules
 - 6. Resolution of conflicts
- C. Interpretation of Contract Documents
 - 1. Consult with the Project Designer to obtain interpretation.
 - 2. Assist in resolution of questions and conflicts which may arise.
 - 3. Transmit written interpretations to Subcontractors, and to other concerned parties.
 - 4. Permits and approvals.
 - 5. Verify in writing to the Project Designer prior to start of work that Subcontractors have obtained required permits and inspections for work and for temporary facilities.
- D. Contractor's Responsibility to Control Use of Site
 - 1. Supervise field engineering and project layout.
 - 2. Allocate field office and storage space and work and storage areas for use of each Subcontractor and Contractor, and testing laboratory personnel.
 - 3. Coordinate use of site and building with Owner to allow continued use and occupancy during the work.

CLOSE-OUT DUTIES

- A. Mechanical and Electrical (Re) Start-up:
 - 1. Coordinate the check-out of utilities, operational systems, and equipment.
 - 2. Assist in start-up and testing.
 - 3. Record starting dates of systems and equipment operation.
- B. At completion of Work of each subcontract, conduct inspection to assure that:
 - 1. Work is acceptable.
 - 2. Assist the Project Designer in inspection.
 - 3. Temporary facilities and debris have been removed from site.
- C. Substantial Completion:
 - 1. Conduct inspection and prepare list of work to be completed or corrected.
 - 2. Assist Project Designer in inspection.
 - 3. Supervise correction and completion of Work as established in Project Designer/Owner's inspection reports, "punchlists".
- D. Final Completion:
 - 1. Assist Project Designer/Owner in inspection.
 - 2. Assure that all temporary facilities and debris have been removed from site.

PART 2 - PRODUCTS (Not Applicable)PART 3 - EXECUTIONDESCRIPTION:

- A. The Contractor shall give the Owner and Project Designer forty-eight (48) hours advance notice of his intention to work anytime outside the specified working hours. In no case will the Contractor do any such work without first notifying the Owner to permit arrangements for proper inspection. Unless of an emergency nature, work performed in violation of this paragraph will not be paid for.
- B. The Contractor is cautioned that, at times during construction, there may not be sufficient room to park for all the construction personnel on site. Room for Owner's vehicles, visitors to the Owner's facilities, and other activities related to the Owner's facilities and operations take priority space. Other arrangements must be made by the Contractor to satisfy his parking requirements.

END OF SECTION 01041

SECTION 01043 - PROJECT COORDINATION - ASBESTOS ABATEMENTPART 1 - GENERALDESCRIPTION OF WORK:

Minimum administrative and supervisory requirements necessary for coordination of work on the project include but are not necessarily limited to the following:

Administrative and supervisory personnel.

Special reports.

Notifications to other entities at job site.

ADMINISTRATIVE AND SUPERVISORY PERSONNEL:

General Superintendent: Provide a full-time General Superintendent who is experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Competent Person as required by OSHA in 29 CFR 1926.1101 for the Contractor and is the Contractor's representative responsible for compliance with all applicable federal, state, and local regulations, particularly those relating to asbestos-containing materials. This person must have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures and meet any additional requirements set forth in 29 CFR 1926.1101 for a Competent Person.

SPECIAL REPORTS:

General: Except as otherwise indicated, submit special reports directly to Owner within one day of occurrence requiring special report, with copy to Designer and others affected by occurrence.

Reporting Unusual Events: When an event of unusual and significant nature occurs at site (examples: failure of negative pressure system, rupture of temporary enclosures), prepare and submit a special report listing chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise Owner in advance at earliest possible date.

Reporting Accidents: Prepare and submit reports of significant accidents within 24 hours, at site and anywhere else work is in progress. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

CONTINGENCY PLAN:

Contingency Plan: Prepare a contingency plan for emergencies including fire, accident, power failure, or any other event that may require modification or abridgment of decontamination or work area isolation procedures. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of any emergency.

NOTIFICATIONS:

Notify other entities at the job site of the nature of the asbestos abatement activities, location of asbestos containing materials, requirements relative to asbestos set forth in these specifications and applicable regulations. Coordinate this activity with the Owner's Operations personnel.

SUBMITTALS:

Before the Start of Work: Submit the following to the Project Designer for review. No work shall begin until these submittals are returned with Project Designer's approval. * Any rejected submittal must be resubmitted.

Contingency Plans for emergency actions.

Telephone Numbers and location of emergency services.

Notifications sent to other entities at the work site.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01043

SECTION 01091 - DEFINITIONS AND ABBREVIATIONS - ASBESTOS ABATEMENTPART 1 - GENERALDEFINITIONS:

General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in contract documents are defined in this article. Definitions and explanations of this section are not necessarily either complete nor exclusive, but are general for the work to the extent they are not stated more explicitly in another element of contract documents.

General Requirements: The provisions or requirements of Division-1 sections apply to entire work of Contract and, where as indicated, to other elements which are included in project.

Indicated: The term "Indicated" is a cross-reference to graphic representations, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated," it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.

Directed, Requested, etc.: Where not otherwise explained, terms such as "directed", "requested", "authorization", "selected", "approved", "required", "accepted", and "permitted" mean "directed by Owner's Representative," "requested by Owner's Representative," and similar phrases. However, no such implied meaning will be interpreted to extend Owner's Representative's responsibility into Contractor's responsibility for construction supervision.

Approve: Where used in conjunction with Owner's Representative's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Owner's Representative's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Owner's Representative be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.

Project Site: The term "project site" is defined as the space available to Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of project site is shown on the drawings, and may or may not be identical with the description of land upon which the project is to be built.

Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

Install: Except as otherwise defined in greater detail, the term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

Provide: Except as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.

Testing Laboratory: The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the work, either at project site or elsewhere; and to report and (if required) interpret results of these inspections or tests.

Owner's Representative: All references to Architect, Project Designer or Designer in the contract documents shall in all cases refer to the Owner's Representative. The Owner's Representative will

represent the Owner during construction and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded through the Owner's Representative.

Project Administrator: The Project Administrator is a representative of the Owner at the job site with authority to stop the work upon verbal order if requirements of the contract documents are not met, or if in the sole judgment of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.

General Superintendent: The Contractor's representative at the work site. This person will generally be the Competent person required by OSHA in 29 CFR 1926.1101.

DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT:

Airlock: A system (consisting of two curtained doorways at least 3' apart) for permitting ingress or egress with minimal air movement between a contaminated and an uncontaminated area.

Amended Water: Water containing a wetting agent or surfactant.

Area Monitoring: Sampling of asbestos fiber concentrations within and outside of the regulated area which is representative of the airborne fiber concentrations that may reach the breathing zone.

Authorized Visitor: The building owner, the owner's representative, and representatives of regulatory agencies having jurisdiction over the project.

Barrier: Any surface that seals off the work area to inhibit the movement of fibers.

Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.

Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.

Clean Room: An uncontaminated room in the worker decontamination enclosure system which is used for storage of workers' street clothes and personal protective equipment.

Clearance Air Monitoring: The monitoring of air conducted inside the work area after cleanup of an asbestos abatement project has been completed.

Curtained Doorway: A device which allows ingress and egress from one room to another with minimal air movement.

Encapsulation: To coat any asbestos-containing materials to reduce fiber release.

Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.

Equipment Decontamination Enclosure System: An enclosure system for materials and equipment, consisting of a washroom and an uncontaminated area (holding area).

Equipment Room: A contaminated area or room within the worker decontamination system used to store contaminated equipment and clothing.

Fixed Object: Equipment or furniture in the work area which cannot be removed.

Friable: Can be crumbled or reduced to a powder with hand pressure.

Glovebag: A manufactured device consisting of plastic with a thickness of six (6) mils or more, two (2) inward-projecting longsleeve rubber gloves, one(1) inward wasteward sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area from which the asbestos containing material is to be removed, and contains all asbestos fibers released during the removal process.

HEPA Filter: A high-efficiency particulate air (HEPA) filter capable of trapping or retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter.

HEPA Vacuum Equipment: High-efficiency particulate air filtered vacuum equipped with a filtering system capable of collecting asbestos fibers. Filters shall be of 99.97% efficiency for collecting fibers of .3 microns or larger.

Holding Area: A chamber located between the washroom and an uncontaminated area in the equipment decontamination enclosure system. The holding area comprises an airlock.

HVAC: A heating, ventilating, and air conditioning system.

Isolation: All herein specified procedures necessary to complete and maintain isolation of asbestos-containing material behind airtight impermeable barriers.

Moveable Object: Equipment or furniture in the work area which can be removed.

Negative Air Pressure Equipment: A local exhaust system capable of maintaining a constant, low-velocity air flow into the decontamination enclosure system and work areas from adjacent unsealed areas.

Plastic Coverings: Plastic sheet material of required thickness (usually 6 mils) used to isolate the work area.

Removal: The act of removing asbestos-containing materials (ACM) from an area to an approved landfill in an acceptable manner.

Shower Room: A room between the clean room and equipment room in the worker decontamination system, equipped with hot and cold running water for shower. All shower drainage is to be collected and filtered for asbestos fibers prior to discharge into a sanitary drain.

Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

TSI: Thermal System Insulation

Wash Room: A room located between the work area and the holding area of the equipment decontamination enclosure system. The holding area comprises an airlock.

Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos contaminated waste.

Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.1101.

Worker Decontamination Enclosure System: An enclosure system for workers consisting of a clean room, a shower room, and an equipment room.

INDUSTRY STANDARDS:

General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effect (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith. Refer to the other contract documents for resolution of overlapping and conflicting requirements which result from the application of several different industry standards to the same unit of work. Refer to individual unit of work sections for indications of which specialized codes and standard the Contractor must keep at the project site, available for reference.

Referenced Standards (referenced directly in contract documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work.

Non-referenced Standards are hereby defined to have no particular applicability to the work, except as general requirements of whether the work complies with standards recognized in the construction industry.

Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.

Updated Standards: At the request of the Owner's Representative, submit a change order proposal where an applicable industry code or standard has been revised and reissued after the date of the contract documents and before the performance of the work affected. The Owner's Representative will decide whether to issue the change order to proceed with the updated standard.

Copies of Standards: The contract documents require that each entity performing work be experienced in that part of the work being performed. Each entity is also required to be familiar with recognized industry standards applicable to that part of the work. Copies of applicable standards are not bound with the contract documents.

Where copies of standards are needed for proper performance of the work, the Contractor is required to obtain such copies directly from the publication source.

Although certain copies of standards needed for enforcement of the requirements may be required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies of these standards as necessary for enforcement of the requirements.

Abbreviations and Names: Where acronyms or abbreviations are used but not identified in specifications or other contract documents they are defined to mean the industry recognized name of trade association, standards generating organization, governing authority or other entity applicable to context of text provision. Refer to "Encyclopedia of Associations," published by Gale Research Co., available in large libraries.

Abbreviations and Names: The following acronyms or abbreviations as referenced in contract documents are defined to mean the associated names:

ACM	Asbestos-Containing Material
AIA	American Institute of Architects
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials

CFR	Code of Federal Regulations
CGA	Compressed Gas Association
EPA	Environmental Protection Agency
GA	Gypsum Association
HEPA	High-Efficiency Particulate Absolute
MSHA	Mine Safety and Health Administration
NBS	National Bureau of Standards
NEC	National Electrical Code (by NFPA)
NFPA	National Fire Protection Association
NIOSH	National Institute for Occupational Safety and Health
OSHA	Occupational Safety and Health Administration(US Dept. of Labor)
UL	Underwriters Laboratories

Trade Union Jurisdictions: It is a procedural requirement that the Contractor maintain, and require prime subcontractors to maintain complete current information on jurisdictional matters, regulations actions and pending actions, as applicable to the work. Discuss new developments at appropriate project meetings at the earliest feasible dates, and record information of relevance along with the action agreed upon. The manner in which contract documents have been organized and subdivided is not intended to be an indication of jurisdictional or trade union agreements. Assign and subcontract the work, and employ tradesmen and laborers, in a manner which will not unduly risk jurisdictional disputes of a kind which could result in conflicts, delays, claims and losses in the performance of the work.

SUBMITTALS:

Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01091

SECTION 01092 - CODES AND REGULATIONS - ASBESTOS ABATEMENTPART 1 - GENERALDESCRIPTION OF THE WORK:

This section sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.

CODES AND REGULATIONS:

General Applicability of Codes, Regulations, and Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations. The Contractor shall hold the Owner and Project Designer harmless for failure to comply with any applicable work, hauling, disposal, safety, health, or other regulation on the part of himself, his employees, or his subcontractors.

State and Federal Regulations which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following.

The current issue of each document shall govern; when a difference is encountered, the most stringent regulation will apply:

Occupational Health and Safety Administration (OSHA), Department of Labor:

Title 29, Code of Federal Regulations, Part 1910, Section 1001, and Part 1926, Section 1101, Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite.

Title 29, Code of Federal Regulations, Part 1926, Construction Industry Standards.

Title 29, Code of Federal Regulations, Part 1910, Section 134, Respiratory Protection.

Title 29, Code of Federal Regulations, Part 1910, Section 1200, Toxic and Hazardous Substances Hazard Communication Standards.

Title 29, Code of Federal Regulations, Part 1910, Section 2, Access to Employee Exposure and Medical Records.

Title 29, Code of Federal Regulations, Part 1910, Section 145, Accident Prevention Signs and Tags.

(All other Department of Labor required signs and postings shall be displayed at the work site.)

U. S. Environmental Protection Agency (EPA):

Title 40, Code of Federal Regulations, Part 61, Subpart A, Regulation for Asbestos.

Title 40, Code of Federal Regulations, Part 61, Subpart M (Revised Subpart B), National Emissions Standards for Hazardous Air Pollutants.

Department of Transportation:

Title 49, Code of Federal Regulations, Chapter 1, Part 173, Section 1090.

Title 49, Code of Federal Regulations, Chapter 1, Part 171, Subpart C, Hazardous Materials Regulations.

Title 49, Code of Federal Regulations, Chapter 1, Part 173.500, Subpart J, Other Regulated Material; Definition and Preparation.

Commonwealth of Kentucky:

Kentucky Natural Resources and Environmental Protection Cabinet, Division for Air Quality 401 KAR 58:005 (accreditation of asbestos professionals), 401 KAR 58:025 (asbestos NESHAPS standards), 401 KAR 58:010 (ASHERA requirements for schools), and 401 KAR 58:040 (certification and work-practice requirements for abatement entities).

Kentucky Division of Occupational Safety & Health Revisions to Adopted 29 CFR Part 1926.1101, Asbestos, Tremolite, Anthophyllite, and Actinolite. Also revisions to Amended 29 CFR Part 1910.1001, Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite.

Kentucky Natural Resources and Environmental Protection, Division of Waste Management, Recommended Procedures for Treatment and Disposal of Asbestos Waste.

Application for Certification: (Required in 401 KAR 63:042) Submit a copy of certificate prior to start of work (at or before pre-construction).

Notices: Send written notification as required by Kentucky Division for Air Quality and Division of Waste Management. Notification shall conform to current NESHAPS requirements.

Permits: An annual "Industrial Waste Hauler Permit" specifically for asbestos-containing materials is required for transporting of asbestos-containing waste materials to a disposal site.

Posting and Filing of Regulations: Maintain two (2) copies of applicable federal, state, and local regulations above. Post one copy of each at the job site. Keep on file in contractor's office one copy of each.

SUBMITTALS:

Before Start of Work: Submit the following to the Project Designer for review. No work shall begin until these submittals are returned with Project Designer approval.

Notices: Submit notices required by federal, state, and local regulations together with proof of timely transmittal to agency requiring the notice. Notices shall include 'Declaration of Non-Friable Removal,' 'Alternative Procedures Work Form,' and any request for permission to use alternative packaging and disposal methods.

Permits: Submit copies of current valid permits required by state and local regulations.

Licenses: Submit copies of all State and Local licenses and permits necessary to carry out the work of this contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01092

SECTION 01300 - SUBMITTALS

The following submittals are required by these Contract Documents and shall be submitted as noted.

Submit to the Owner as instructed elsewhere:

Executed Contract

Performance and Labor and Material Payment Bond

Insurance Forms

Schedule of Values

Submit with bid package the Statement of Bidder's Qualifications for the Project Designer's review.

Submit to the Project Designer after notice to proceed with this work is issued:

Note: No work will take place until these submittals are received and approved.

Section 01043 - Contingency Plans (See also Section 01526)
- Telephone Numbers and Location of Emergency services
- Notifications sent to other entities at work site

Section 01092 - NESHAPS Notification
- Copy of Permits
- Copy of License
- Alternative Procedures Request Form
- Notices Required by Federal, State, and Local Regulation

Section 01200 - Preconstruction Meeting Agenda

Section 01313 - Progress Schedule
- Schedule of Values

Section 02081 - Surfactant and Encapsulation Product Data, etc.
- NESHAPS Certification
- Material Safety Data Sheet

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 01410 - AIR MONITORING - TEST LABORATORY SERVICESPART 1 - GENERALDESCRIPTION OF THE WORK:

This section describes air monitoring carried out to verify that the building beyond the work area and the outside environment remain uncontaminated. This section also sets forth airborne fiber levels both inside and outside the work area as action levels, and describes the action required by the Contractor if an action level is met or exceeded.

Air monitoring required by OSHA is work of the Contractor and is not covered in this section.

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 1, Division - 2, and Division - 9 Specification sections, apply to work of this section.

Air Monitoring during work area clearance is described in Section 01714 Work Area Clearance.

AIR MONITORING:

Work Area Isolation: The purpose of air monitoring will be to detect faults in the work area isolation such as:

Contamination of the building outside of the work area with airborne asbestos fibers

Contamination of the exterior of the building with airborne asbestos fibers

Failure of filtration or rupture in the negative pressure system

Should any of the above occur the contractor shall immediately cease asbestos abatement activities until the fault is corrected. Work shall not recommence until authorized by the Project Designer.

Work Area Airborne Fiber Count: The air monitor will monitor airborne fiber counts in the work area. The purpose of this air monitoring will be to detect airborne fiber counts which may significantly challenge the ability of the work area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.

Work area clearance, to determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, will be determined by sampling and analysis as described in Section 01714.

Air monitoring will be conducted throughout the course of the project.

AIRBORNE FIBER COUNTS:

Inside Work Area: Maintain an average airborne count in the work area of less than 0.1 fibers per cubic centimeter. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds 0.1 fibers per cubic centimeter, stop all work, start negative air system in operation and notify Project Designer. Do not recommence removal work until authorized in writing by Project Designer.

If airborne fiber counts exceed 1.0 fibers per cubic centimeter for any period of time cease all work until fiber counts fall below 0.1 fibers per cubic centimeter and notify Project Designer. Do not recommence work until authorized in writing by the Project Designer. Any cleaning done while fiber counts exceed 1.0

fibers per cubic centimeter shall be performed by workers in respiratory protection with a protection factor of greater than 100 and negative pressure air system in operation.

Outside Work Area: If any air sample taken outside of the work area exceeds the baseline established by the air monitoring laboratory, immediately and automatically stop all work. If this air sample was taken inside the building and outside of critical barriers around the work area, immediately erect new critical barriers as set forth in Section 01526 to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g. wall, ceiling, floor).

Decontaminate the affected area in accordance with Section 01712.

Respiratory protection shall be worn as set forth in Section 01562 in affected area or until area is cleared for reoccupancy in accordance with Section 01711.

Leave Critical Barriers in place until completion of work.

After certification of visual inspection in the work area, remove critical barriers separating the work area from the affected area. Final air samples will be taken within the entire area as set forth in the section on Project Decontamination.

Fibers Counted: The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts. "Airborne Fibers" referred to above include all fibers regardless of composition as counted in the NIOSH 7400 Procedures or asbestos fibers as counted by TEM.

ANALYTICAL METHODS:

The following methods will be used in analyzing filters used to collect air samples.

Cellulose ester filters will be analyzed using NIOSH 7400 (PCM). This analysis will be carried out at the job site during the abatement project and to verify clearance.

SAMPLE VOLUMES:

General: The number and volume of air samples taken will be in accordance with the following schedule. Sample volumes may vary depending upon the analytical method used. PCM samples will have a minimum volume of 1800 liters and TEM samples will have a minimum volume of 1200 liters.

SCHEDULE OF AIR SAMPLES:

The air sampling program shall be the air monitor's responsibility such that the results of the air samples accurately represent airborne fiber counts for the project duration, and conform to all applicable OSHA and EPA requirements and any other applicable local, state, or federal rules, regulations and laws.

LABORATORY TESTING:

The services of a testing laboratory will be employed by the Owner to perform laboratory analysis of the air samples. A microscope and technician will be set up at the job site, so that verbal reports on air samples can be obtained immediately. A complete record, certified by the testing laboratory, of all air monitoring tests and results will be furnished to the Project Designer, the Owner, and the Contractor.

Written Reports of all air monitoring tests will be posted at the job site on a daily basis.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

ADDITIONAL TESTING LABORATORY REQUIREMENTS:

The following constitute requirements for area monitoring:

Previous day sampling results shall be made available to abatement employees at the beginning of the work shift.

Outside area monitoring results for occupied areas shall be posted on barriers to work areas within 24 hours. Area occupants will be informed as to the interpretation of these results. The testing laboratory shall assist the Owner in conducting an informational meeting if required.

All samples shall be reported in fibers per cubic centimeter and as a 95% upper confidence limit.

All air samples shall be collected and analyzed by a person who has successfully completed a NIOSH 582 course or equivalent.

If deemed necessary by the Owner's Representative, a course outline and the actual test showing adequate completion of NIOSH 582 equivalent may be required. The owner legally has the right to reject any firm or persons who do not meet NIOSH 582 equivalency standards.

Laboratories analyzing air samples must be actively and successfully participating in the NIOSH Proficiency Analytical Testing Program. Submittal of the previous four rounds shall be considered adequate proof of participation.

ADDITIONAL TESTING:

The Contractor may conduct his own air monitoring and laboratory testing. If he elects to do this the cost of such air monitoring and laboratory testing shall be included in the Contract Sum.

PERSONAL MONITORING:

Perform air monitoring as required to meet OSHA Requirements for maintenance of Time Weighted Average (TWA) fiber counts for types of respiratory protection provided. Owner will not be performing air monitoring to meet these OSHA requirements.

Employees of the abatement contractor shall not be allowed to perform collection or analysis of their personal air samples unless the person or persons collecting and analyzing personal samples meet all other requirements of this section.

A minimum of one short term excursion limit sample and one time weighted average sample and two blank samples shall be collected during abatement activity. Abatement activity includes preparing work areas, waste load out, final cleaning, and containment tear down.

END OF SECTION 01410

SECTION 01503 - TEMPORARY FACILITIES - ASBESTOS ABATEMENTPART 1 - GENERALDESCRIPTION OF REQUIREMENTS:

General: Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.

PART 2 - PRODUCTSMATERIALS AND EQUIPMENT:

General: Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use by compliance with appropriate standards.

WATER SERVICE:

Temporary Water Service Connection: All connections to the Owner's water system shall include backflow protection and metering. Valves shall be temperature and pressure rated for operation at the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.

Water Hoses: Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.

Hot Water Heater: Provide UL rated 40 gallon electric hot water heater to supply hot water for the Decontamination Unit shower. Activate from 30 amp circuit breaker located within the Decontamination Unit subpanel. Provide with relief valve compatible with water heater operations. Wiring of the hot water heater shall be in compliance with NEMA, NECA, and UL standards.

ELECTRICAL SERVICE:

General: Comply with applicable NEMA, NECA, and UL standards and governing regulations for materials and layout of temporary electric service. Contractor shall provide electrical service for the abatement procedures.

Temporary Power: Provide service to Decontamination Unit subpanel with minimum 60 amp, 2 pole circuit breaker or fused disconnect connected to the buildings main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work.

Voltage Differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry tape transformers shall be provided where required to provide voltages necessary for work operations.

Ground Fault Protection: Provide receptacle outlets equipped with ground fault circuit interrupters, reset button, and pilot light, for plug-in connection of power tools and equipment.

Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.

Lamps and Light Fixtures: Provide general service incandescent lamps of wattage indicated or as required for adequate illumination. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

SELF CONTAINED TOILETS:

Self Contained Toilet Units: Provide single-occupant self contained toilet units of the chemical type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material.

FIRST AID:

First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

FIRE EXTINGUISHERS:

Fire Extinguishers: Provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

PART 3 - EXECUTION

INSTALLATION, GENERAL:

General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work.

Relocate, modify, and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

WATER SERVICE:

General: Water connection to Owner's existing potable water system is available on each floor where work will take place. Hot water shall be supplied at a minimum of 110° F. Supply hot and cold water to the Decontamination Unit in accordance with Section 01563. In addition, water shall be supplied in the following manner:

Maintain hose connections and outlet valves in leakproof condition. Where finish work below an outlet may be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates.

ELECTRICAL SERVICE:

General: Provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period. Install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of work.

Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general, run wiring overhead and rise vertically where wiring will be least exposed to damage from construction operations.

Temporary wiring in the work area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide liquid tight enclosures or boxes for wiring devices.

Provide overload-protected disconnect switch for each temporary circuit located at the power distribution center.

For power hand tools and task lighting, provide a temporary 4-gang outlet at each decontamination unit, located in equipment room. Provide a separate 110-120 volt, 20 amp circuit for each 4-gang outlet (4 outlets per circuit).

TEMPORARY LIGHTING:

Provide the following where natural lighting or existing building lighting does not meet the required light level:

One 200-watt incandescent lamp per 1000 square feet of floor area, uniformly distributed, for general construction lighting, or equivalent illumination of a similar nature. In corridors, tunnels, and similar traffic areas provide one 100-watt incandescent lamp every 50 feet. In stairways and at ladder runs, provide lamp minimum per story, located to illuminate each landing and flight. Provide sufficient temporary lighting to ensure proper workmanship everywhere: by combined use of daylight, general lighting, and portable plug-in task lighting.

Provide lighting in the Decontamination Unit as required to supply a 50-foot candle minimum light level.

SANITARY FACILITIES:

Toilets: Use of the Owner's existing toilet facilities, as indicated, will be permitted, so long as these facilities are properly cleaned and maintained in a condition acceptable to the Owner. At substantial completion, restore these facilities to the condition prevalent at the time of initial use. Written permission from the Owner must be obtained, and all provisions of these specifications regarding leaving the work area must be met.

FIRE EXTINGUISHERS:

Fire Extinguishers: Comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers." Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each Work Area in Equipment Room and one outside Work Area in Clean Room.

END OF SECTION 01503

SECTION 01513 - NEGATIVE AIR PRESSURE SYSTEMPART 1 - GENERAL

Provide negative air as required by EPA regulations or as needed for contingency plan.

SUBMITTALS:

During the course of work, it may be necessary to submit a design of negative air system to Owner's Representative for review. The following shall be included in the submittal:

Number and capacity of negative air machines to be used, calculated volume of work area to be ventilated, number of air changes per hour anticipated, pressure differential anticipated, and a diagram of air inlets, machine placements, exhaust placement, and projected air flow. Provide a description of work practices.

PART 2 - PRODUCTSNEGATIVE AIR MACHINES:

General: Supply the required number of asbestos air filtration units to the site in accordance with these specifications. Each unit shall include the following:

Cabinet: Constructed of steel or other durable materials able to withstand damage from rough handling and transportation. The width of the cabinet should be less than 30 inches to fit through standard-size doorways. Cabinet shall be factory-sealed to prevent asbestos-containing dust from being released during use, transport, or maintenance. Access to and replacement of all air filters shall be from intake end. Unit shall be mounted on casters or wheels.

Fans: Rate capacity of fan according to useable air-moving capacity under actual operating conditions. Use centrifugal-type fan.

HEPA Filters: The final filter shall be the HEPA type. The filter media (folded into closely pleated panels) must be completely sealed on all edges with a structurally rigid frame.

A continuous rubber gasket shall be located between the filter and the filter housing to form a tight seal.

Each filter shall be individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles. Testing shall be in accordance with Military Standard Number 282 and Army Instruction Manual 136-300- 175A. Each filter shall bear a UL586 label to indicate ability to perform under specified conditions.

Each filter shall be marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.

Prefilters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. The first-stage prefilter shall be a low-efficiency type (e.g., for particles 10 um and larger). The second-stage (or intermediate) filter shall have a medium efficiency (e.g., effective for particles down to 5 um). Prefilters and intermediate filters shall be installed either on or in the intake grid of the unit and held in place with special housings or clamps.

Instrumentation: Each unit shall be equipped with a Magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be

changed. A table indicating the useable air-handling capacity for various static pressure readings on the Magnehelic gauge shall be affixed near the gauge for reference, or the Magnehelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point. Provide units equipped with an elapsed time meter to show the total accumulated hours of operation.

Safety and Warning Devices: The unit shall have an electrical or mechanical lockout to prevent fan from operating without a HEPA filter. Units shall be equipped with automatic shutdown system to stop fan in the event of a major rupture in the HEPA filter or blocked air discharge. Warning lights are required to indicate normal operation, too high pressure drop across the filters (i.e., filter overloading), and too low of a pressure drop (i.e., major rupture in HEPA filter or obstructed discharge).

Electrical components shall be approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL). Each unit shall be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet shall be grounded.

Manufacturer: Subject to compliance with requirements, provide products of one of the following (or an approved equal):

Asbestos Control Technology, Inc. P. O. Box 183 Maple Shade, NJ 08052	"Micro-Trap"
Control Resource Systems, Inc. 670 Mariner Drive Michigan City, Indiana 46360	"Hog" 2000
Global Consumer Services, Inc. 1721 N. Highland Avenue Los Angeles, CA 90028	"Red Baron"

PART 3 - EXECUTION

PRESSURE DIFFERENTIAL

If required by the Project Designer, provide a fully operational negative air system within the work area maintaining continuously a pressure differential across work area enclosures of 0.02 inches of water.

PREPARATION OF THE WORK AREA

Provide fully operational negative pressure systems supplying a minimum of one air change every 15 minutes. Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height. Areas above ceiling height shall be considered where there is communication of air from such areas.

Add one (1) additional unit as a backup in case of equipment failure or machine shutdown for filter changing.

Location of Exhaust Units: Locate exhaust unit(s) so that makeup air enters work area primarily through decontamination facilities and traverse work area as much as possible. This may be accomplished by positioning the exhaust unit(s) at a maximum distance from the worker access opening or other makeup air sources.

Place End of Unit or its exhaust duct through an opening in the plastic barrier or wall covering. The plastic around the unit or duct shall then be sealed with tape.

Vent to Outside of Building, unless authorized in writing by the Owner's Representative.

Supplemental Makeup Air Inlets: Provide where required for proper air flow through the work space in location approved by the Owner's Representative by making openings in the plastic sheeting that allow air from outside the building into the work area. Locate auxiliary makeup air inlets as far as possible from the exhaust unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the work area from occupied clean areas. Cover with flaps to reseal automatically if the negative pressure system should shut down for any reason.

USE OF THE NEGATIVE PRESSURE SYSTEM:

General: Each unit shall be serviced by a dedicated minimum 115V-20A circuit with overload device tied into an existing building electrical panel which has sufficient spare capacity to accommodate the load of all negative pressure units connected. Dedication of an existing circuit may be accomplished by shutting down existing loads on the circuit.

Testing the System: Test negative pressure system before any asbestos-containing material is wetted or removed. After the work area has been prepared, the decontamination facility set up, and the exhaust unit(s) installed, start the unit(s) (one at a time). Demonstrate operation and testing of negative pressure to Owner's Representative.

Demonstrate Operation of the negative pressure system to the Owner's Representative will include, but not be limited to, the following:

Plastic barriers and sheeting move lightly in toward work area,

Curtain of decontamination units move lightly in toward work area.

There is a noticeable movement of air through the decontamination unit. Use smoke tube to demonstrate air movement from Clean Room to Shower Room, from Shower Room to Equipment Room, and from Equipment Room to work area,

Use smoke tubes to demonstrate a positive motion of air across all area in which work is to be performed.

Modify the Negative Pressure System as necessary to successfully demonstrate the above.

Use of System During Abatement Operations:

Start the exhaust units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant negative pressure until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.

Do not shut down negative air system during encapsulating procedures, unless authorized by the Owner's Representative in writing.

Start abatement work at a location farthest from the exhaust units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work and do not resume until power is restored and exhaust units are operating again.

At completion of abatement work, allow exhaust units to run as specified under Section 01711, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the work area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.

Dismantling the System:

When a final inspection and the results of final air tests indicate that the area has been decontaminated, exhaust units may be removed from the work area. Before removal from the work area, remove and properly dispose of pre-filter, and seal intake to the machine with 6-mil polyethylene to prevent environmental contamination from the filters.

END OF SECTION 01513

SECTION 01526 - TEMPORARY ENCLOSURES

PART 1 - GENERAL

Where required, the use of temporary enclosures shall be as specified in this section.

SUBMITTALS:

Submit Contingency Plans for safe evacuation of the work area in case of fire or injury.

SAFETY:

Contact fire control agencies to review procedures prior to start of work.

PART 2 - PRODUCTS

Polyethylene Sheet: A single polyethylene film in the largest size possible to minimize seams, 6.0 mils thick, frosted or black as indicated.

Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to aggressively stick to sheet polyethylene.

Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

Caulking: Caulking for this project shall be Dow Corning 795 Silicone Building Sealant, Pecora 864 Architectural Silicone or Tremco Spectrem 2.

PART 3 - EXECUTION

SEQUENCE OF WORK:

Carry out work of this section sequentially. Complete each activity before proceeding to the next.

GENERAL:

Work Area: Is the location where asbestos-abatement work occurs. It is a variable of the extent of work of the contract. It may be a portion of a room, a single room, or a complex of rooms. A "work area" is considered contaminated during the work and must be isolated from the balance of the building and decontaminated at the completion of the asbestos-control work.

Completely isolate the work area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the work area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in Section 01711. Perform all such required cleaning or decontamination at no additional cost to owner.

Place all tools, scaffolding, staging, etc. necessary for the work in the area to be isolated prior to erection of plastic sheeting temporary enclosure.

Pre-clean and remove all uncontaminated moveable furniture, equipment, and/or supplies from the work area before commencing work or completely cover with two (2) layers of polyethylene sheeting, at least 6 mil in thickness, securely taped in place with duct tape. Such furniture and equipment shall be considered outside the work area unless covering plastic or seal is breached.

Disable ventilating systems or any other system bringing air into or out of the work area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment.

CONTROL ACCESS:

Permit access to the work area only through the Decontamination Unit. All other means of access shall be closed off, sealed, and warning signs displayed on the clean side of the sealed access.

Visual Barrier: Where the work area is immediately adjacent to or within view of occupied areas, provide a visual barrier or opaque polyethylene sheeting at least 6 mil in thickness so that the work procedures are not visible to building occupants. Where this visual barrier would block natural light, substitute frosted sheet plastic in locations approved by the Project Designer.

Physical Barrier: Where the area adjacent to the work area is accessible to the public, construct a solid barrier on the public side of the sheeting to protect the sheeting. Construct barrier with nominal 2" x 4" wood or metal studs 16" on center, securely anchored to prevent movement, covered with minimum 1/4 inch thick hardboard, 1/2" gypsum wall board, or 1/2" plywood.

Observation Window: Provide observation windows at least 12" x 12" at entrance to work area as approved by the Architect's Representative. Provide visual barriers when not in use.

Emergency Egress: Construct emergency egress doors or panels leading out of contained areas as detailed, and where shown on drawings. Provide "EXIT" wording on barrier plastic above panels and on doors. Stencil applied with florescent orange paint in 5" letters. Paint the plastic over panels and doors with the same paint.

Provide warning signs at all visual and/or physical barriers reading as follows:

<u>Legend</u>	<u>Notation</u>
KEEP OUT	3" Sans Serif Gothic or Block
BEYOND THIS POINT	1" Sans Serif Gothic or Block
ASBESTOS ABATEMENT WORK	1" Sans Serif Gothic or Block
IN PROGRESS	1" Sans Serif Gothic or Block
BREATHING ASBESTOS DUST MAY BE HAZARDOUS TO YOUR HEALTH	14 Point Gothic

RESPIRATORY AND WORKER PROTECTION:

Before proceeding beyond this point in providing Temporary Enclosures:

Provide Respiratory Protection per Section 01562

Provide Worker Protection per Section 01560

CRITICAL BARRIERS:

Completely separate the work area from other portions of the building and the outside with sheet plastic barriers at least 6 mil in thickness or by sealing with duct tape.

Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the work area with duct tape alone or with polyethylene

sheeting 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Lighting fixtures should be disconnected and locked out to avoid melting or burning of sheeting.

Provide sheet plastic barriers at least 6 mil in thickness as required to completely seal openings from the work area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape and spray cement.

Provide Decontamination Units per Section 01563.

Provide Negative Pressure System per Section 01513.

1. After Critical Barriers have been installed as specified, clean all furniture, equipment, and or supplies with a HEPA filtered vacuum cleaner and by wet cleaning, as specified in Section 01712, prior to being moved or covered. All equipment, furniture, etc. is to be deemed contaminated unless specifically declared as uncontaminated on the drawings or in writing by the Project Designer.
2. Thoroughly clean all surfaces in work area with a HEPA filtered vacuum and by wet wiping prior to the installation of any sheet plastic.

EXTENSION OF WORK AREA:

Extension of Work Area: If the enclosure barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the work area, enclose it as required by this Section of the specification and decontaminate it as described in Section 01711.

MAINTENANCE OF ENCLOSURE SYSTEM:

- A. The Contractor shall construct and ensure that all barriers and plastic linings are effectively sealed. Any breach in barriers should be repaired and any defects remedied immediately upon discovery. See requirements of this section for extension of enclosure.
- B. Visual inspection of enclosures shall be made at the beginning of each work period and at 2-hour intervals during the shift.

END OF SECTION 01526

SECTION 01560 - WORKER PROTECTION - ASBESTOS ABATEMENT

PART 1 - GENERAL

DESCRIPTION OF WORK:

This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

RELATED WORK SPECIFIED ELSEWHERE:

Respiratory Protection: is specified in Section 01562.

WORKER TRAINING:

Train, in accordance with USEPA 40 CFR Part 763, all workers in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. All on-site supervisors and no less than 100% of on-site workers shall have completed an EPA AHERA approved training course. Training provider may not be an employee of the contractor. Include, but do not limit, the topics covered in the course to the following:

Methods of recognizing asbestos

Health effects associated with asbestos

Relationship between smoking and asbestos in producing lung cancer

Nature of operations that could result in exposure to asbestos

Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:

- Engineering Controls
- Work Practices
- Respirators
- Housekeeping Procedures
- Hygiene Facilities
- Protective Clothing
- Decontamination Procedures
- Emergency Procedures
- Waste Disposal Procedures

Purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1910.134.

Appropriate work practice for the work.

Requirements of medical surveillance program.

Review of 29 CFR 1926.

Negative air systems.

Work practices including hands on or on-job training.

Personal decontamination procedures.

Air monitoring, personal and area.

MEDICAL EXAMINATIONS:

Provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8 hour time weighted average. In the absence of specific airborne fiber data, provide medical examination for all workers who will enter the work area for any reason. Examination shall as a minimum meet OSHA requirements as set forth in 29 CFR 1926. In addition, provide an evaluation of the individuals ability to work in environments capable of producing heat stress in the worker.

SUBMITTALS:

Before Start of Work: Submit the following to the Project Manager for review. Do not start work until these submittals are returned with Project Manager's approval.

Certificate Worker Acknowledgment: Submit an original signed copy of the Certificate of Worker's Acknowledgment for each worker who is to be at the job site or enter the work area.

Training Program: Submit training certificates from an EPA certified training provider. All supervisors and workers shall be certified by the Commonwealth of Kentucky in their discipline.

Report from Medical Examination: Conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the work area. Submit, at a minimum, for each worker the following:

Name and Social Security Number.

Physicians Written Opinion from examining physician including at a minimum the following:

Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.

Any recommended limitations on the work or on the use of personal protective equipment such as respirators.

Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.

Copy of information that was provided to physician in compliance with 29 CFR 1926.

Statement that worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the work.

Notarized Certifications: Submit certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.

PART 2 - EQUIPMENT

PROTECTIVE CLOTHING:

Suits: Provide disposable full-body suits and disposable head covers, and require that they be worn by all workers in the work area. Provide a sufficient number for all required changes for all workers in the work area.

Shoes: Shoes worn under protective clothing shall be considered contaminated. Store in equipment room as ACM material. Dispose of shoes or boots as asbestos-contaminated waste at the end of the work. Shoes or boots shall be provided at no cost to workers.

Goggles: Provide eye protection (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury.

Gloves: Provide work gloves to all workers and require that they be worn at all times in the work area. Do not remove gloves from work area and dispose of as asbestos-contaminated waste at the end of the work.

Undergarments: All non-disposable swimwear type undergarments used during abatement shall be bagged and sealed after leaving shower if the garments are not removed in the equipment room. These garments shall be disposed of as ACM waste at the conclusion of the project.

If clothing, hard-hats, or footwear is to be transported between work areas during the course of this project, these items shall be bagged and sealed prior to transport from one work area to another.

ADDITIONAL PROTECTIVE EQUIPMENT:

Respirators, disposable coveralls, head covers, and footwear covers shall be provided by the contractor for the Owner, Project Manager, Project Administrator, and other authorized representatives who may inspect the job site. Powered air purifying respirators or air line respirators shall be made available to visitors who are required to enter the work area for maintenance or repair purposes. Those personnel will not likely be in a respiratory protection or medical surveillance program as required for use of negative pressure respirators.

PART 3 - EXECUTION

GENERAL:

If required by the Project Designer because of elevated fiber counts or otherwise, provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to if required by the Project Designer.

Each time work area is entered remove all street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.

DECONTAMINATION PROCEDURES:

Require all workers to adhere to the following personal decontamination procedures whenever they leave the work area:

Half-Face Dual HEPA Cartridge Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the work area:

When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.

Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedures are required as a minimum:

Thoroughly wet body including hair and face. If using half-face respirators, hold blower unit above head to keep canisters dry.

With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator. Pay particular attention to seal between face and respirator and under straps.

Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breathe.

Carefully wash facepiece of respirator inside and out.

Shower completely with soap and water.

Rinse thoroughly.

Rinse shower room walls and floor prior to exit.

Proceed from shower to Changing Room and change into street clothes or into new disposable work items.

Air Purifying - Negative Pressure Respirators: Require that all workers use the decontamination procedure under "Decontamination Unit" in Section 01563 as a minimum requirement whenever leaving the work area with a half-face or full-face cartridge type respirator.

WITHIN WORK AREA:

Require that workers NOT eat, drink, smoke, or chew gum or tobacco in the work area. To eat, chew, drink, or smoke, workers shall follow the procedure described above, then dress in street clothes before entering the non-work areas of the building.

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT:

After each worker has been included in the Contractor's Respiratory Protection Program and has completed the training program, and medical examination, secure a fully executed copy of a Certificate of Worker Acknowledgment form.

END OF SECTION 01560

SECTION 01562 - RESPIRATORY PROTECTIONPART I - GENERALDESCRIPTION OF WORK:

Instruct and train each worker involved in asbestos abatement or maintenance and repair of **friable** asbestos-containing materials in proper respirator use and require that each worker always wear a respirator, properly fitted on the face in the work area from the start of any operation which may cause airborne asbestos fibers until the work area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered in the work place or as required for other toxic or oxygen-deficient situations encountered.

STANDARDS:

Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.

OSHA - U. S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1910, Section 1001 and Section 1910.134. 29 CFR 1926.

CGA - Compressed Gas Association, Inc., New York, Pamphlet G-7, "Compressed Air for Human Respiration," and Specification G-7.1 "Commodity Specification for Air."

CSA - Canadian Standard Association, Rexdale, Ontario, Standard Z180.1-1978, "Compressed Breathing Air."

ANSI - American National Standard Practices for Respiratory Protection, ANSI Z88.2-1980.

NIOSH - National Institute for Occupational Safety and Health

MSHA - Mine Safety and Health Administration

SUBMITTALS:

Before start of work submit the following to the Owner's representative for review. Do not begin work until these submittals are returned with the Owner's representative's approval.

Product Data: Submit manufacturer's product information for each component used, including NIOSH and ANSI Certifications for each component in an assembly and/or for entire assembly.

Respiratory Protection Program: Submit level of respiratory protection intended for each operation required by the project. Provide written proof of an on-going respiratory protection program including physical examinations and respirator fit tests as required by OSHA. Submit copy of contractor's standard operating procedure as required by 29CFR1910.134 (b) (1) Respiratory Protection.

DELIVERY:

Deliver replacement parts, etc., not otherwise labeled by NIOSH or ANSI to job site in manufacturer's containers.

PART II - EQUIPMENT

AIR PURIFYING RESPIRATORS:

Respirator Bodies: Provide half-face or full face type respirators. Equip full face respirators with a nose cup or other anti-fogging device as would be appropriate for use in air temperatures less than 32 degrees Fahrenheit.

Filter Cartridges: Provide, at a minimum, HEPA type filters (N100, R100, or P100) labeled with NIOSH and ANSI Certification of "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color coded in accordance with ANSI Z228.2 (1980). In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/ANSI Certification.

Non-permitted Respirators: Do not use single use, disposable or quarter face respirators.

PART III - EXECUTIONGENERAL:

Respiratory Protection Program: Comply with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.

Require that respiratory protection be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.

Require that a respirator be worn by anyone in a work area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with Section 01711.

Regardless of Airborne Fiber Levels: Require that the minimum level of respiratory protection used be half-face air-purifying respirators with high efficiency filters.

Do not allow the use of single-use, disposable or quarter-face respirators for any purpose.

FIT TESTING:

Initial Fitting: Provide initial fitting of respiratory protection during a respiratory protection course of training set up and administered by Program Administrator. Fit types of respirator to be actually worn by each individual. Allow an individual to use only those respirators for which he has been trained and fitted.

On a weekly basis, check the fit of each worker's respirator by having irritant smoke blown onto the respirator from a smoke tube.

Upon each wearing require that each time an air-purifying respirator is put on, it be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).

TYPE OF RESPIRATORY PROTECTION REQUIRED:

Provide respiratory protection as indicated below. The level of respiratory protection which supplies an airborne fiber level inside the respirator, at the breathing zone of the wearer, at or below the Permissible Exposure Limit (PEL), as herein defined, is the minimum level of protection allowed.

MINIMUM RESPIRATORY REQUIREMENTS:

No respiratory protection will be required unless elevated fiber counts are discovered during abatement or the project becomes a friable project. If required, the Contractor shall provide workers with personally issued and marked respiratory equipment approved by NIOSH. Respiratory protection will include depending upon circumstances, half-face dual-cartridge respirators during area preparation and powered air purifying respirators during asbestos abatement and cleanup.

The following schedule outlines the minimum respiratory protection used for the project:

1. Pre-Cleaning: Half-face dual HEPA cartridge respirators (nuclear/purple). These must be approved for respiratory protection against dusts, fumes, mists and radionuclides, having a time-weighted average less than 0.05 milligram per cubic meter. They are not for use in atmospheres containing less than 19.5 percent oxygen or in atmospheres immediately dangerous to life or health.
2. Area Preparation: Half-face dual HEPA cartridge respirators.
3. Asbestos Abatement: Powered air purifying respirators (PAPR).
4. Clean-up: Half-face dual HEPA cartridge respirators.
5. Loading/Unloading Drums: Half-face dual HEPA cartridge respirators.

PERMISSIBLE EXPOSURE LIMIT (PEL):

8-Hour Time Weighted Average (TWA) of asbestos fibers to which any worker may be exposed shall not exceed the following.

Fibers: For purposes of this section fibers are defined as all fibers regardless of composition as counted in the NIOSH 7400 or asbestos fibers of any size as counted using a transmission electron microscope.

Time Weighted Average (TWA) - 0.1 fibers/cubic centimeter

RESPIRATORY PROTECTION FACTOR:

The following protection factors will govern for this project:

<u>Respirator Type</u>	<u>Protection Factor</u>
Air purifying: Half facepiece Negative pressure respirator	10
Air purifying: Full facepiece Negative pressure respirator	10
Powered-air purifying (PAPR): Full facepiece Positive pressure respirator	100
Type C supplied air: Full facepiece only Positive pressure respirator Continuous-flow	100
Type C supplied air: Full facepiece only Positive pressure respirator Pressure demand	1000
Self-contained breathing apparatus (SCBA): Full facepiece Positive pressure respirator Pressure demand	1000

AIR PURIFYING RESPIRATORS:

Negative pressure - half or full face mask: Supply a sufficient quantity of respirator filters approved for asbestos, so that workers can change filters during the work day. Require that respirators be wet-rinsed, and filters discarded, each time a worker leaves the work area. Require that new filters be installed each time a worker re-enters the work area. Store respirators and filters at the job site in the changing room and protect totally from exposure to asbestos prior to their use.

Powered air purifying - half or full face mask: Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement. Require that all cartridges be replaced after 40 hours of use. Require that HEPA elements in filter cartridges be protected from wetting during showering. Require entire exterior housing of respirator including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords to be washed each time a worker leaves the work area. Caution should be used to avoid shorting battery pack during washing. Provide an extra battery pack for each respirator so that one can charge while the other is in use.

END OF SECTION 01562

SECTION 01563 - DECONTAMINATION UNITSPART 1 - GENERALDESCRIPTION OF WORK:

Provide personnel and equipment decontamination facilities as described. Require that the Personnel Decontamination Unit be the only means of ingress and egress for friable work areas. Require that all materials exit the work area through the Equipment Decontamination Unit. If an equipment decontamination unit is not required, materials can be removed through the Personnel Decontamination Unit as noted in the documents.

RELATED WORK SPECIFIED ELSEWHERE:

Refer to Section 01503 Temporary Facilities - Asbestos Abatement for electrical requirements and requirements relative to connection of decontamination facilities to building systems such as water, sewer, and electrical.

PART 2 - PRODUCTS

Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 6.0 mils thick clear, frosted or black as indicated.

Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to aggressively stick to sheet polyethylene.

Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

Shower Pan: Provide one piece waterproof shower pan minimum 3' x 3' by 6" deep. Fabricate from seamless fiberglass minimum 1/16" thick reinforced with wood, 18 ga. stainless steel with welded seams, or a seamless liner of minimum 60 mil thick rubber roofing.

Shower Walls: Provide approximately 7' high walls fabricated from rigid, impervious, waterproof material, either corrugated fiberglass roofing or equivalent. Structurally support as necessary for stability. Prior approval of Project Designer is required for use of disposable type shower units.

Shower Head and Controls: Provide a factory made shower head producing a spray of water which can be adjusted for spray size and intensity. Feed shower with water mixed from hot and cold supply lines. Arrange so that control of water temperature, flow rate, and shut off is from inside shower without outside aid.

Filters: Provide cascaded filter units on drain lines from showers or any other water source carrying asbestos contaminated water from the work area. Provide units with disposable filter elements as indicated below. Connect so that discharged water passes primary filter and output of primary filter passes through secondary filter.

Primary Filter - Pass particles 20 microns and smaller
Secondary Filter - Pass particles 5 microns and smaller

Hose Bib: Provide heavy bronze angle type with wheel handle, vacuum breaker, and 3/4" National Standard male hose outlet.

Shower Stall: For Wash Down Station provide leak tight shower enclosure with integrated drain pan fabricated from fiberglass or other durable waterproof material, approximately 3' x 3' square with minimum 6' high sides and back. Structurally support as necessary for stability. Equip with hose bib, as specified in

this section, mounted appropriately above drain pan. Connect drain to a reservoir, pump water from reservoir through filters to a drain or store and use for amended water. Mount filters inside shower stall on back wall beneath hose bib.

Rubber Roofing: Provide uniform flat sheets of flexible sheet roofing material fabricated from EPDM (ethylene propylene diene monomers) or Neoprene (polychloroprene) in a nominal thickness of 45 mils.

Lumber: Provide kiln dried lumber of any grade or species.

PART 3 - EXECUTION

GENERAL:

PERSONNEL DECONTAMINATION UNIT:

Provide a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces as shown. Require all persons without exception to pass through this decontamination unit for entry into and exiting from the work area for any purpose. Do not allow parallel routes for entry or exit. Do not remove equipment or materials through Personnel Decontamination Unit unless approved by Owner's Representative. Provide temporary lighting within decontamination units as necessary to reach a lighting level of 100 foot candles.

Changing Room or Clean Room: Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing. Construct using polyethylene sheeting, at least 6 mil in thickness, to provide an airtight seal between the Changing Room and the rest of the building. Locate so that access to Work Area from Changing Room is through Shower Room. Separate Changing Room from the building by a sheet polyethylene flapped doorway as indicated.

Require workers to remove all street clothes in this room, dress in clean disposable coveralls, and don respiratory protection equipment. Do not allow asbestos contaminated items to enter this room. Require Workers to enter this room either from outside the structure dressed in street clothes, or naked from the showers.

Maintain a dry, clean floor in the changing room at all times. Do not allow overflow water from shower to wet floor in changing room.

Damp wipe all surfaces twice after each shift change with a disinfectant solution.

Provide a continuously adequate supply of disposable bath towels.

Provide posted information for all emergency phone numbers and procedures.

Provide one storage locker per employee.

Airlock: Construct an airlock allowing ingress and egress without permitting air movement between two areas. This chamber of the personnel decontamination unit shall have at each end a curtained doorway, one leading to the changing room and one leading to the shower room. Construct using polyethylene sheeting at least 6 mil in thickness.

Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.

Separate this room from one shower room and changing rooms with airtight walls fabricated of 6 mil polyethylene.

Shower Room: Provide a completely watertight operational shower to be used for transit by cleanly dressed workers heading for the Work Area from the Changing Room, or for showering by workers headed out of the Work Area after undressing in the Equipment Room.

Construct room by providing a shower pan and 2 shower walls in a configuration that will cause water running down walls to drip into pan. Install a freely draining wooden floor in shower pan at elevation of top of pan.

Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.

Provide splashproof entrances to Changing and Equipment Rooms with 2 doors arranged in the following configuration:

At each entrance to the Shower Room construct a door frame out of 2 x 4 lumber with 1 1/2" jambs (sides) and 1 1/2" head (top) and sill (bottom). Attach to this door frame two overlapping flaps of rubber roofing materials, or a sufficiently heavy substitute, fastened at the head (top) and jambs (sides) (by clamping between a 1 1/2" x 3/4" batten and frame).

Overlap the flaps a minimum of 6" in a direction that presents a shingle-like configuration to the water stream from the shower. Overlap sill (bottom) by 1-1/2" minimum. Arrange so that any air movement out of the Work Area will cause the flaps to seal against the door frame.

At 1'-0" toward shower from each entrance to the Shower Room construct a second 2 x 4 door head (top). Attach to this door head a one piece flap of rubber roofing material, fastened at the top (by clamping between a 1 1/2" x 3/4" batten and head), overlapping onto each side of shower unit by 1 1/2" and stopping 1" clear of shower floor.

Provide shower head and controls.

Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.

Provide a soap dish and a continuously adequate supply of soap and maintain in sanitary condition.

Arrange so that water from showering does not splash into the Changing or Equipment Rooms.

Arrange water shut off and drain pump operation controls so that a single individual can shower with assistance from either inside or outside of the work area.

Provide flexible hose shower head.

Pump waste water to drain or to storage for use in amended water. If pumped to drain, provide 20 micron and 5 micron waste water filters in line to drain or waste water storage. Change filters daily or more often if necessary. Locate filters inside shower unit so that water lost during filter changes is caught by shower pan.

Provide Hose Bib.

Pre-constructed showers designed for portability may be substituted for shower structure.

Airlock: Construct an airlock allowing ingress and egress without permitting air movement between two areas. This chamber of the personnel decontamination unit shall have a curtained doorway at each end, one leading to the shower room and one leading to the equipment room. Construct using polyethylene sheeting at least 6 mil in thickness.

Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.

Separate this room from the equipment room and shower room with airtight walls fabricated of 6 mil polyethylene.

Equipment Room or Contaminated Area: Require work equipment, footwear, and additional contaminated work clothing to be left here. This is a change and transit area for workers. Separate this room from the work area by a 6 mil polyethylene flap doorway.

Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.

Separate this room from the equipment room and shower room with airtight walls fabricated of 6 mil polyethylene.

Work Area: Separate work area from the Equipment Room by polyethylene barriers. If the airborne asbestos level in the work area is expected to be high, as in dry removal, add an intermediate cleaning space between the Equipment Room and the Work Area. Damp wipe clean all surfaces after each shift change. Provide one additional floor layer of 6 mil polyethylene per shift change and remove contaminated layer after each shift.

Construction:

Walls and Ceiling: Construct airtight walls and ceiling using polyethylene sheeting, at least 6 mil in thickness. Attach to existing building components or a temporary framework.

Floors: Use 2 layers (minimum) of 6 mil polyethylene sheeting to cover floors in the Equipment, Shower (underneath shower pan), and Changing Rooms. Provide an additional layer in the Equipment Room for every shift change expected. Roll one layer of plastic from Equipment Room into Work Area after each shift change. Provide a minimum of two (2) layers of plastic at all times. Use only clear plastic to cover floors.

Doors: Fabricated from overlapping sheets with openings a minimum of three feet (3') wide, configured so that sheeting overlaps adjacent surfaces. Weigh sheets at bottoms as required so that they quickly close after being released. Put arrows on sheets to indicate direction of overlap and/or travel. Provide a minimum of six feet (6') between entrance and exit or any room.

If the decontamination area is located within an area containing friable asbestos on overhead ceilings, ducts, piping, etc., provide the area with a minimum 1/4 inch hardboard or 1/2 inch plywood "ceiling" with polyethylene sheeting, at least 4 mil in thickness covering the top of the "ceiling."

Visual Barrier: Where the decontamination area is immediately adjacent to and within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 4 mil in thickness so that worker privacy is maintained and work procedures are not visible to building occupants. Where the area adjacent to the decontamination area is accessible to the public side of the sheeting to protect the sheeting, construct barrier with wood or metal studs covered with minimum 1/4 inch thick hardboard or 1/2 inch plywood. Where the solid barrier is provided, sheeting need not be opaque.

Alternate methods of providing decontamination facilities may be submitted to the Project Manager for approval. Do not proceed with any such method(s) without written authorization of the Project Manager.

Electrical: Provide subpanel at Changing Room to accommodate all removal equipment. Power subpanel directly from a building electrical panel. Connect all electrical branch circuits in decontamination unit and particularly any pumps in shower room to a ground-fault circuit protection device.

DECONTAMINATION SEQUENCE:

Exiting Work Area:

Before leaving the work area, require the worker to remove all gross contamination and debris from overalls and feet. The worker then proceeds to the Equipment Room and removes all clothing except respiratory protection equipment. Extra work clothing may be stored in contaminated end of the Equipment Room. Disposable coveralls are placed in a bag for disposal with other material. Decontamination procedures found in Section 01560 shall be followed by all individuals leaving the work area.

After showering, the worker moves to the Changing Room and dresses in either new coveralls for another entry or street clothes if leaving.

EQUIPMENT DECONTAMINATION UNITS:

Provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room, Holding Room, Wash Room for removal of equipment and material from work area. Do not allow personnel to enter or exit work area through Equipment Decontamination Unit.

Wash Down Station: Provide an enclosed shower unit located in work area just outside Wash Room as an equipment, bag, and container cleaning station.

Wash Room: Provide Wash Room for cleaning of bagged or containerized asbestos-containing waste materials passed from the work area. Construct was room of 2X wood framing and polyethylene sheeting, at least 6 mil in thickness and located so that packaged materials, after being wiped clean can be passed to the Holding Room. Separate this room from the work area by a single flap of 6 mil polyethylene sheeting.

Holding Room: Provide Holding Room as a drop location for bagged asbestos-containing materials passed from the Wash Room. Construct Holding Room of 2X wood framing and polyethylene sheeting, at least 6 mil in thickness and located so that bagged materials cannot be passed from the Wash Room through the Holding Room to the Clean Room. Separate this room from the adjacent rooms by double flaps fabricated from 1/16" +/- thick single ply rubber roofing material either EPDM or Neoprene.

Clean Room: Provide Clean Room to isolate the Holding Room from the building exterior. Construct Clean Room of 2X wood framing and polyethylene sheeting, at least 6 mil in thickness and located to provide access to the Holding Room from the building exterior. Separate this room from the exterior by a single flap of 6 mil polyethylene sheeting as indicated.

Equipment or Material: Take all equipment or material from the work area through the Equipment Decontamination Unit according to the following procedure:

At Wash Down Station, thoroughly wet-clean contaminated equipment or sealed polyethylene bags and pass into Wash Room.

When passing equipment or containers into the Wash Room, close all doorways of the Equipment Decontamination Unit, other than the doorway between the Wash Down Station and the Wash Room. Keep all outside personnel clear of the Equipment Decontamination Unit.

Once inside the Wash Room, wet-clean the bags and/or equipment. When cleaning is complete, pass items into Holding Room. Close all doorways except the doorway between the Holding Room and the Clean Room.

Workers from the building exterior enter Holding Area and remove decontaminated equipment and/or containers for disposal.

Require these workers to wear full protective clothing and appropriate respiratory protection.

At no time is a worker from an uncontaminated area to enter the enclosure when a removal worker is inside.

CLEANING OF DECONTAMINATION UNITS:

Clean debris and residue from inside of Decontamination Units on a daily basis or as otherwise indicated on contract drawings. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.

If the Changing Room of the Personnel Decontamination Unit becomes contaminated with asbestos-containing debris, abandon the entire decontamination unit and erect a new decontamination unit. Use the former Changing Room as an inner section of the new Equipment Room.

SIGNS:

Post an approximately 20 inch by 14 inch manufactured caution sign at each entrance to the work area displaying the following legend with letter sizes and styles as required by 29 CFR 1926:

LEGEND

DANGER ASBESTOS

CANCER AND LUNG DISEASE HAZARD

RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED
IN THIS AREA

Provide spacing between respective lines at least equal to the height of the respective upper line.

Post an approximately 10 inch by 14 inch manufactured sign at each entrance to each work area displaying the following legend with letter sizes and styles at least equal to the following:

LEGEND

NOTATION

No Food, Beverages, or Tobacco Permitted

3/4" Block

All Persons Shall Don Protective
Clothing (Coverings) Before
Entering the Work Area

3/4" Block

All Persons Shall Shower Immediately
After Leaving Work Area and Before
Entering the Changing Area

3/4" Block

END OF SECTION 01563

SECTION 01701 - PROJECT CLOSEOUT - ASBESTOS ABATEMENTPART 1 - GENERALDESCRIPTION OF REQUIREMENTS:

Definitions: Project closeout is the term used to describe certain collective project requirements, indicating completion of the Work, that are to be fulfilled near the end of the Contract time in preparation for final acceptance and occupancy of the Work by the Owner, as well as final payment to the Contractor and the normal termination of the Contract.

Inspection Procedures: Upon receipt of Contractor's request for inspection, the Project Designer will either proceed with inspection or advise Contractor of unfulfilled prerequisites.

Following initial inspection, Project Designer will either prepare the certificate of substantial completion or will advise Contractor of work which must be performed before the certificate will be issued. The Project Designer will repeat the inspection when requested and when assured that the Work has been substantially completed.

Results of the completed inspection will form the initial "punch-list" for final acceptance.

PREREQUISITES TO FINAL ACCEPTANCE:

General: Complete the following before requesting the Architect's final inspection for certification of final acceptance and final payment as required by the General Conditions: (List known exceptions, if any, in request.)

Submit the final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

Submit an updated final statement, accounting for final additional changes to the Contract Sum.

Submit a certified copy of the Architect's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and has been endorsed and dated by the Project Designer and Owner.

Submit consent of surety.

Submit a final liquidated damages settlement statement acceptable to Owner.

Submit evidence of final, continuing insurance coverage complying with insurance requirements.

Reinspection Procedure: The Project Designer will reinspect the work upon receipt of the Contractor's notice that the work, including punch-list items resulting from earlier inspections, has been completed, except for those items whose completion has been delayed because of circumstances that are acceptable to the Project Designer.

Upon completion of reinspection, the Project Designer will either prepare a certificate of final acceptance or will advise the Contractor of work that is incomplete or of obligations that have not been fulfilled, but are required for final acceptance.

If necessary, the reinspection procedure will be repeated.

RECORD DOCUMENT SUBMITTALS:

General: Specific requirements for record documents are indicated in the individual sections of these specifications. Other requirements are indicated in the General Conditions. General submittal requirements are indicated in "submittals" sections.

Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Project Designer's reference during normal working hours.

Miscellaneous Record Submittals: Refer to other sections of these specifications for requirements of miscellaneous record-keeping and submittals in connection with the actual performance of the Work. Immediately prior to the date or dates of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Project Designer for the owner's records.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

FINAL CLEANING:

Cleaning: Provide final cleaning of the Work at the time indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of work to the condition expected from a normal, commercial building cleaning and maintenance program. Comply with the manufacturer's instructions for operations.

Complete the following cleaning operations before requesting the Project Designer inspection for certification of substantial completion.

Clean exposed hard-surface finishes affected by the work, to a asbestos-free condition.

Clean project site (yard and grounds), including landscaped areas, of litter and foreign substances left during the course of the work. Sweep paved areas which have been affected by the work to a broom-clean condition; remove stains, petrochemical spills, and other foreign deposits left by the work. Rake grounds which are neither planted nor paved, to a smooth, even-textured surface where they have been disturbed by the work.

Removal of protection: Except as otherwise indicated or requested by the Project Designer, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction period.

Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at the site. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated work have become the Owner's property, dispose of these to the Owner's best advantage as directed.

END OF SECTION - 01701

SECTION 01711 - PROJECT DECONTAMINATION

PART 1 - GENERAL

DESCRIPTION OF REQUIREMENTS:

General: Decontamination of the Work Area following asbestos abatement.

The asbestos abatement work is on friable and non-friable materials.

RELATED WORK SPECIFIED ELSEWHERE:

Removal of gross debris is integral with the performance of abatement work and as such is specified in the appropriate work section(s) of these specifications:

Section 02081 Removal of Asbestos Containing Materials

Work Area Clearance: Air testing and other requirements which must be met before release of Contractor and reoccupancy of the work area are specified in Section 01714.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

GENERAL:

Work of this section includes the decontamination of air in the Work Area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos containing materials in the space.

Work of this section includes the cleaning, decontamination, and removal of temporary facilities installed prior to abatement work.

Phase Contrast Microscopy (PCM): After the work is found by Project Designer to be visually clean, air samples will be taken and analyzed in accordance with the procedure for phase contrast microscopy set forth in Section 01714.

COMPLETION OF ABATEMENT WORK:

Seal tools with 6 mil polyethylene sheet and duct tape to form an air-tight seal before being moved from work area.

Asbestos abatement work is complete upon meeting the work area clearance criteria and fulfilling the following:

Remove critical barriers.

Remove all equipment, materials, and debris from the work site.

Dispose of all asbestos-containing waste material as specified in Section 02084.

Repair or replace all interior finishes damaged during the course of asbestos abatement work.

Fulfilling Project Closeout Requirements of Section 01701.

CERTIFICATION OF VISUAL INSPECTION

A "Certificate of Visual Inspection" is to be completed by the Contractor and certified by the Project Designer. Submit completed certificate with application for final payment. Final payment will not be made until this certification is executed.

CERTIFICATION OF VISUAL INSPECTION

In accordance with Section 01711 "Project Decontamination" the contractor hereby certifies that he has visually inspected the work area (all surfaces including pipes, counters, ledges, walls, ceiling, floor, behind critical barriers, sheet plastic, etc.) and has found no dust, debris or residue.

By: (Signature) _____ (Date) _____

(Print Name) _____

(Print Title) _____

PROJECT DESIGNER CERTIFICATION

The Project Designer hereby certifies that he has accompanied the contractor on his visual inspection and verifies that this inspection has been thorough and to best of his belief, the contractor's certification above is a true and honest one.

By: (Signature) _____ (Date) _____

(Print Name) _____

(Print Title) _____

WORK AREA

Location: _____

Room: _____

Activity Performed: _____

END OF SECTION 01711

SECTION 01712 - CLEANING AND DECONTAMINATION PROCEDURESPART 1 - GENERALDESCRIPTION OF THE WORK:

Remove and dispose of all visible debris.

RELATED WORK SPECIFIED ELSEWHERE:

Work Area Clearance: Specified in Section 01714

PART 2 - PRODUCTS (Not Applicable)PART 3 - EXECUTIONREMOVAL OF ASBESTOS-CONTAINING DEBRIS:

Work of this section is limited to the cleanup of a small quantity of amassed debris which has been generated during the removal and caused subsequent elevated fibers concentrations in air. In the event any work space is contaminated with gross debris prior to the start of work, the following procedure shall be used.

Remove asbestos-containing debris and decontaminate the area involved using the following sequence:

Shut down all ventilation into room.

Remove all small debris with the HEPA vacuum.

HEPA vacuum surfaces of all pieces too large to be removed by the suction of the HEPA vacuum.

Pick up such pieces and place in the bottom of a 6 mil polyethylene disposal bag conforming to the requirements of Section 02084 or these specifications. Place pieces in the bag without dropping and avoiding unnecessary disturbance and release of material.

Remove all remaining visible debris with HEPA vacuum.

HEPA vacuum an area 3 feet beyond the location in which any visible debris was found in two directions each at right angles to the other.

HEPA vacuum ladder and/or any tools used and pass out of the work area.

HEPA vacuum the floor using a floor attachment with rubber floor seals and adjustable floor to attachment height. Adjust the height so the rubber seals are within 1/16" of hard surface floors. Vacuum the floor in parallel passes with each pass overlapping the previous by one half the width of the floor attachment. At the completion of one cleaning vacuum the floor a second time at right angles to the first.

Secure area from occupancy by unprotected workers until air monitoring results per Section 01714 indicate that area is safe for reoccupancy.

Proceed with area preparation work and further abatement activities.

CLEANING AND DECONTAMINATING OBJECTS:

Perform all work of decontaminating objects wherever possible on a plastic drop sheet installed under work area.

HEPA vacuum all surfaces of object and immediate area before moving the object.

Pick-up object, if possible, and HEPA vacuum all surfaces.

Hand off to worker who will wet-clean object, if possible, and place in storage location.

Decontaminate area where object was located by HEPA vacuuming twice, in two perpendicular directions. Wet clean if necessary to remove any debris.

Move object to storage area.

END OF SECTION 01712

SECTION 01714 - WORK AREA CLEARANCEPART 1 - GENERALCONTRACTOR RELEASE CRITERIA:

The Work is complete when the work area is visually clean and airborne fiber levels have been reduced to the level specified below.

AIR MONITORING:

To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to the specified level, the Owner will secure samples and analyze them according to the following procedures.

Fibers Counted: "Fibers" referred to in this section shall be either all fibers regardless of composition as counted in the NIOSH 7400 counting procedures, and asbestos fibers of any size as counted using Transmission Electron Microscope.

AGGRESSIVE SAMPLING:

All Clearance Air Samples will be collected using aggressive sampling techniques as follows:

Before sampling pumps are started the exhaust from forced air equipment (leaf blower) will be swept against all walls, ceilings, floors, ledges, and other surfaces in the room.

Air samples will be collected in areas subject to normal air circulation away from room corners, obstructed locations, and sites near windows, door, or vents.

SCHEDULE OF AIR SAMPLES:

General: The number and volume of air samples taken and analytical methods used by the Owner will be in accordance with this specification and applicable AHERA and NESHAP regulations. Sample volumes given may vary depending upon the analytical instruments used. The air monitoring technician, Project Designer and Contractor shall review the air monitoring protocol prior to beginning work.

PHASE CONTRAST MICROSCOPY:

Analysis: Fibers on each filter will be measured using the NIOSH 7400 procedures, A rules.

Release Criteria: Decontamination of the work site is complete when every work area sample is below the Detection Limit 0.01 f/cc. If any sample is above the Detection Limit then the decontamination is incomplete and recleaning per Section 01711 is required. Five air samples per enclosure area will be collected.

TRANSMISSION ELECTRON MICROSCOPY:

Analysis: Fibers on each filter will be measured in accordance with AHERA 40 CFR Part 763.

Release Criteria: If TEM analysis is required (e.g., after >260 LF of pipe insulation removal in one area), decontamination of the work site is complete when every work area sample is below the clearance criteria of 70 s/mm². If the average of the five samples is above the clearance criteria then the decontamination is incomplete and recleaning per Section 01711 is required. Five air samples per enclosure area will be collected. The Contractor will be responsible for subsequent air monitoring costs if the first set of clearance samples fail.

LABORATORY TESTING:

PHASE CONTRAST MICROSCOPY AND TRANSMISSION ELECTRON MICROSCOPY:

The services of a testing laboratory will be employed by the Owner to perform laboratory analysis of the air samples. A microscope and technician will be set up at the job site (for PCMs), or samples will be sent daily by overnight mail, so that verbal reports on air samples can be obtained within 48 hours (for TEM's). A complete record, certified by the testing laboratory, of all air monitoring tests and results will be furnished to the Designer, the Owner, and the Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01714

SECTION 02081 - REMOVAL OF ASBESTOS-CONTAINING MATERIALSPART 1 - GENERAL

Work Area: Is the location where asbestos-abatement work occurs. It is a variable of the extent of work of the contract. It will be the area of the building where asbestos containing materials are located. A "work area" is considered contaminated during the work, and must be isolated from the balance of the building, and decontaminated at the completion of the asbestos removal work.

NON-REMOVAL AREAS:

Install critical barriers to prevent migration of asbestos fibers to outside areas (non-removal areas).
Provide warning signs as follows:

CONTROL ACCESS:

Provide warning signs at all visual and/or physical barriers reading as follows:

Legend	Notation
KEEP OUT	3" Sans Serif Gothic or Block
BEYOND THIS POINT	1" Sans Serif Gothic or Block
ASBESTOS ABATEMENT WORK	1" Sans Serif Gothic or Block
IN PROGRESS	1" Sans Serif Gothic or Block
BREATHING ASBESTOS DUST MAY BE HAZARDOUS TO YOUR HEALTH	14 Point Gothic

RELATED WORK SPECIFIED ELSEWHERE:

Disposal of asbestos-containing waste material is specified in Section 02084.

Description: The removal of asbestos-containing materials includes: floor tile and associated mastic as identified on the contract drawings. All asbestos-containing materials shall be double bagged or double wrapped in the work area and labeled properly.

SUBMITTALS:

Before Start of Work: Submit the following to the Designer for review. Do not start work until these submittals are returned with Designer's approval.

Surfactant: Submit product data, use instructions, and recommendations from manufacturer of removal encapsulant intended for use. Include data substantiating that material complies with requirements.

NESHAPS Certification: Submit certification from manufacturer of surfactant or removal encapsulant that, to the extent required by this specification, the material, if used in accordance with manufacturer's instructions, will wet asbestos-containing materials to which it is applied as required by the National Emission Standard for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M).

Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for each surfactant and encapsulating material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

Ten Day Notification: Submit a copy of the Kentucky "Ten Day Report Form for Prior Notification of Asbestos Abatement Activities." Any requests for variance to Kentucky Division of Waste Management or Division for Air Quality Regulations not included on the "Alternative Procedures Request Form" should be included with this submission.

Alternative Procedures Request Form: Submit a copy of the "Alternative Procedures Request Form" submitted to Kentucky Division for Air Quality relating any alternative work procedures planned (i.e., non-friable removal procedures).

PART 2 - PRODUCTS:

Wetting Materials: For wetting prior to disturbance of asbestos-containing materials use either water or amended water:

Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water.

Polyethylene Sheet: Provide flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 6.0 or 10.0 mils thick as indicated, frosted or black as indicated.

Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to aggressively stick to sheet polyethylene.

Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

Disposal Bags: Provide 6 mil thick leak-tight polyethylene bags labeled with three labels with text as follows:

First Label:

CAUTION
Contains Asbestos Fibers
Avoid Opening or Breaking Container
Breathing Asbestos is Hazardous to Your Health

Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

Third Label: Provide in accordance with 40 CFR 61.150 (November 20, 1990 Revision): Name of generator and location at which waste was generated.

Fourth Label: Provide in accordance with 49 CFR 173: current Department of Transportation (DOT) labeling requirements for storing and shipping asbestos.

PART 3 - EXECUTION

WORKER PROTECTION:

Before beginning work with any material for which a Material Safety Data Sheet has been submitted, provide workers with the required protective equipment as needed.

NON-FRIABLE REMOVAL

FLOOR TILE & LINOLEUM

Follow the procedures in the "Recommended Work Practices("RWPs") for the Removal of Resilient Floor Coverings" as published by the Resilient Floor Covering Institute("RFCI"). OSHA has issued a revised standard on 8/10/94 regarding removal of resilient floor covering and has determined that "intact" resilient floor covering can be removed pursuant to a "negative exposure assessment" in compliance with the revised standards by appropriately trained flooring personnel using RWPs. These procedures can be used without the need to use asbestos abatement measures (i.e., respirators, negative pressure enclosures, etc.). Written notification on the EPA Ten Day Report Form is required and should clearly indicate under the "Abatement Techniques " section on the first page that Contractor is using the "Recommended Work Practices". The Contractor should describe the flooring as nonfriable, describe the specific removal method, and indicate that the flooring material will be kept nonfriable through the use of the Recommended Work Practices.

- HEPA vacuums equipped with metal floor tool (no brush) shall be used to clean floors.
- All scraping of residual adhesive shall be performed using wet methods or heat. All associated floor tile mastic shall be completely removed by the Contractor and removal completion verified by the Project Designer.
- Dry sweeping is prohibited.
- Floor coverings shall be removed intact or removal shall be performed under negative pressure enclosure using friable asbestos abatement techniques and accredited personnel.

TRANSITE WINDOW PANELS & FIRE DOORS

The Contractor shall ensure that the following work practices are followed:

Prior to removal place a poly drop cloth under all panels or fire doors to be removed.

Unscrew fasteners holding transite panels or fire doors in place. If nailed, nails shall be cut with flat, sharp instruments.

Cutting, abrading or breaking of transite panels or fire doors is prohibited.

Each panel or door shall be sprayed with amended water prior to removal.

Transite panels or doors shall be removed by hand and carefully passed to the ground and placed on the drop cloth. Each panel or door shall be immediately placed in an impervious waste bag or wrapped in plastic sheeting.

GLUE DOTS

The Contractor shall ensure that the following work practices are followed:

The glue dots shall be thoroughly wetted with amended water prior and during removal.

The material shall be removed in an intact state unless the contractor demonstrates that intact removal is not possible.

The material shall be immediately placed in a disposal bag.

Any scraping to remove residue must be performed wet.

FRIABLE REMOVAL

GLOVEBAG

Removal of pipe insulation may be removed by glovebag technique. If the glovebag technique performed, the following procedures will be used:

Critical barriers shall be placed over all openings to the regulated area.

HVAC systems shall be isolated in the regulated area by sealing with a double layer of 6 mil plastic.

Impermeable dropcloths shall be placed on surfaces beneath all removal activity.

All objects within the regulated area shall be covered with impermeable dropcloths.

Glovebags shall be made of 6 mil thick plastic and shall be seamless at the bottom.

Each glovebag shall be installed so that it completely covers the circumference of pipe or other structure where the work is to be done.

Glovebags shall be smoke tested for leaks and any leaks sealed prior to use.

Glovebags shall not be used on surfaces whose temperature exceeds 150°F.

Prior to disposal, glovebags shall be collapsed by removing air within them using a HEPA vacuum.

Before beginning the operation, loose and friable material adjacent to the glovebag operation shall be wrapped and sealed in two layers of 6 mil poly or otherwise rendered intact.

At least two persons shall perform Class I glovebag removals.

Negative pressure glovebags will be used for the removal of all pipe fittings.

Attach HEPA vacuum system or other device to bag to prevent collapse during removal.

The HEPA vacuum cleaner or other device used to prevent collapse of bag during removal shall run continually during the operation.

Where a separate waste bag is used along with a collection bag and discarded after one use, the collection bag may be reused if rinsed clean with amended water before reuse.

The accumulation of debris and water in the glovebag should not exceed the ability of the workers to safely manipulate the bag as needed.

Remove contaminated tools in an inverted glove for transfer to the next glovebag.

CUT & WRAP PIPE INSULATION REMOVAL

If approved by Owner, removal of pipe insulation may be removed by cut & wrap technique. If the cut & wrap technique performed, the following procedures will be used:

- Critical barriers shall be placed over all openings to the regulated area.
- The abatement contractor must create a three chamber decontamination area adjacent to and connected with the regulated area.
- Workers must enter and exit the regulated area through the decontamination area.
- Prior to removal place a poly drop cloth under all pipe insulation to be removed.
- Glovebag small areas of pipe insulation where pipe cut points will be.
- The Contractor may wrap pipe insulation in place with 6 mil poly and then cut pipe sections. Wrapped pipe sections shall be labeled per subsection 2.2 of this specification section.
- The Contractor may also spray pipe insulation with amended water prior to removal.

After spraying, the pipe insulation shall be cut, removed by hand & carefully passed to the ground, and placed on the drop cloth. Each pipe section shall be immediately wrapped in plastic sheeting and labeled per subsection 2.2 of this specification section.

FRIABLE/GROSS REMOVAL:

If floor tile becomes friable or gross removal procedures are used for ACM, perform abatement in accordance with 401 KAR 58:040. Thoroughly wet to satisfaction of Owner's Representative asbestos-containing materials to be removed prior to removal to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for water or removal encapsulant to penetrate material thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions. Perforate outer covering of any installation which has been painted and/or jacketed in order to allow penetration of amended water or removal encapsulant, or where necessary, carefully strip away while simultaneously spraying amended water or removal encapsulant on the installation to minimize dispersal of asbestos fibers into the air.

Mist (Fog) work area continuously with amended water whenever necessary to reduce airborne fiber levels.

Gently remove saturated asbestos-containing material and place it directly into disposal bags. Do not allow material to dry out. Once a disposal bag is full, twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside of bag and move bag to washdown station adjacent to material decontamination unit.

Evacuate air from disposal bags with a HEPA filtered vacuum cleaner before sealing.

MINI-ENCLOSURES

Where practical and applicable, the use of mini-enclosures shall be performed in accordance with OSHA Standard 1926.1101 (i.e., boiler compound). The Contractor shall use an isolation method which prevents the migration of airborne asbestos from the regulated area, as verified by perimeter area surveillance during each work shift showing no visible asbestos dust and monitoring showing that clearance levels contained in 40 CFR Part 763, Subpt. E, of the EPA Asbestos in Schools Rule are met.

ADDITIONAL OSHA REQUIREMENTS

Employers are also responsible for the general health and safety of their employees on any job site. As an employer you must: (1) meet your responsibility to provide a workplace free from recognized hazards; (2) be familiar with mandatory OSHA standards (i.e., hazard communication requirements); (3) examine workplace conditions to make sure they can conform to applicable OSHA standards; (4) minimize hazards; and (5) make sure employees have and use safe tools and equipment.

AIRBORNE FIBER COUNTS:

General: Use work procedures that result in an 8 hour Time Weighted Average (TWA) airborne fiber count less than that indicated in the section of these specifications on "Air Monitoring - Test Laboratory Services." If airborne fiber counts exceed this level, immediately mist the area with amended water to lower fiber counts and revise work procedures to maintain airborne fiber levels within the required limit.

END OF SECTION - 02081

SECTION 02084 - DISPOSAL OF HAZARDOUS MATERIALSPART 1 - GENERALASBESTOS DISPOSAL:

Asbestos-containing waste material and debris which is packaged in accordance with the provision of this Specification may be disposed of at approved designated sanitary landfills when certain precautions are taken.

Notice and Permit from Appropriate State and/or Local Agencies

See Section 01092 for Agency Locations and Codes

Dispose of all asbestos-containing material in accordance with applicable regulations.

SUBMITTALS:

Submit copies of all manifests and landfill receipts to Owner's Representative. Submit evidence of yearly KY DOT permit from waste hauler.

PART 2 - PRODUCTS (Not Applicable)PART 3 - EXECUTIONGENERAL:

Carefully load containerized waste on enclosed trucks for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material. The container used to store and/or transport asbestos-containing waste materials, shall meet the following requirements. It shall be of rigid construction, completely enclosed and lockable. The container shall be sealed inside with 6-mils of poly. Do not transport drummed materials on an open truck. Label drums with same warning labels as bags. Drums may be reused after decontamination if bags did not break. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with this Specification.

Advise the sanitary landfill operator, at least twenty-four hours in advance of transport, of the quantity of material to be delivered.

At the burial site, sealed drums shall be carefully loaded off of the truck. If drums are broken or damaged, leave all damaged bags in the truck and clean entire truck and contents using procedures set forth in Section 01711 Project Decontamination. All debris will then be treated as contaminated waste and disposed as set forth in this section. Bags, boxes, barrels, or packages of ACM waste must be individually removed from transport container. Do not dump truck boxes or dumpsters. Retain receipts from landfill for materials disposed of and provide copies to Owner's Representative routinely throughout project. Contractor shall ensure that the Waste Disposal Site returns a copy of the Waste Shipment Record to the Owner as required by 40CFR Part 61 (Amended), November 20, 1990.

All water from contaminated areas shall be filtered to 5 microns or less.

NOTE: Transportation and disposal of bagged waste without rigid containers will be accepted only after approval by Kentucky Division of Waste Management.

PCBs & MERCURY DISPOSAL:

The disposal of PCB containing light ballasts and mercury containing light tubes and thermostats is regulated by the Environmental Protection Agency (EPA) in Title 40 Code of Federal Regulations (40

CFR), Part 261, "Identification and Listing of Hazardous Waste." They are also regulated under the Kentucky state hazardous waste regulations 401 KAR Part 31.

PCBs: In fluorescent fixtures, polychlorinated biphenyls (PCBs) are usually found in ballasts either within small capacitors or in the form of a black, tar-like compound. PCB-containing light ballasts that are intact and are not leaking can be disposed in a municipal solid waste landfill in properly packed and sealed 55-gallon drums. PCB-containing ballasts that have been damaged and are leaking must be incinerated in an EPA-approved high temperature incinerator.

Most older fluorescent light ballasts have small capacitors that contain high concentrations of PCBs. Disposal of pre-1979 light ballasts require some knowledge of ballasts. Nearly all ballasts manufactured before 1979 contain PCBs. All ballasts manufactured after July 1, 1978 that do not contain PCBs are required to be clearly marked "No PCBs". Look for the "No PCBs" label and check the date stamp to see if the ballast was made after 1979. Unmarked ballasts or ballasts without a date code should be assumed PCB ballasts.

Mercury: Fluorescent light tubes may contain mercury which is a RCRA characteristic hazardous waste (D009). EPA Title 40 CDR 261 says mercury has the characteristic of toxicity. If TCLP testing reveals a content $\geq$ 0.2 mg/L, the waste must be disposed of as hazardous waste. Prior to disposal, tubes can be handled and stored safely without being managed as hazardous. They can also be resold at flea markets as used lights without any disposal costs.

If disposal is required, there are several recycling locations across the country including Louisville and Cincinnati. Firms that do recycle may separate out mercury and phosphor powder, the glass, metal, and other materials. When the light tubes are stored for recycling, they must be stored in boxes protected from damage.

BATTERY DISPOSAL:

Lead-Acid Batteries

Lead-acid batteries destined for disposal are considered a RCRA-regulated hazardous waste due to their lead content (EPA Hazardous Waste Number D008). Lead-acid batteries have a lead anode, a lead dioxide cathode, and an aqueous sulfuric acid electrolyte. The battery cell contains 60 to 75 percent lead and lead oxide, by weight, and the electrolyte contains between 28 and 51 percent sulfuric acid, by weight. The Hazardous Waste Act of 1989 classifies lead-acid batteries as hazardous waste, and dictates that they should not be disposed of in regular garbage. These batteries have sulfuric acid and lead, which are toxic and can poison the human body and animal life. It is possible to recondition lead-acid batteries for further use or recycle the batteries using processes that don't release toxic compounds into the environment from landfills. Up to 96 percent of the components in these batteries can be recovered.

Nickel-Cadmium Batteries

Ni-cad batteries are considered a RCRA-regulated hazardous waste due to the characteristic of toxicity (cadmium, EPA Hazardous Waste Number D006). Nickel-cadmium (ni-cad) batteries have a cadmium anode, nickel oxyhydroxide cathode, and an electrolyte of an aqueous solution of potassium hydroxide. The battery cells typically contain 13-15 percent cadmium and 20-30 percent nickel, by weight.

Battery Recycling Companies

Many batteries can be recycled rather than disposed of as either a solid or hazardous waste. The following is a partial listing of battery recycling companies:

1. Batteries Plus (800) 677-8278. They have a nationwide network of over 520 stores and are committed to recycling all types of spent batteries and light bulbs as a means to reduce waste in our landfills.

2. Battery Conservation Technologies, Incorporated, (915) 447-3272. They will recycle alkaline, carbon-zinc, mercury, silver, ni-cad, and lead-acid batteries.
3. Mercury Refining Company (MERCO), (800) 833-3505. They accept mercury, silver, and carbon-zinc batteries for recycling. They also have agreements with battery recyclers who can process ni-cad and lithium batteries.
4. Rechargeable Battery Recycling Corporation (RBRC), (540) 720-9225. They have a contract with the International Metals Reclamation Company Incorporated to recycle ni-cad batteries.

GENERAL HAZARDOUS WASTE DISPOSAL:

- A. Contact DOT, EPA, state and local authorities to determine waste disposal requirements.
- B. Testing of waste shall be performed by a laboratory accredited by either the American Industrial Hygiene Association (AIHA) or the American Association of Laboratory Accreditation (AALA) retained by the contractor. Include the cost of testing in the contract sum and supply all test results to the owner.
- C. Any waste tested which results in a chemical content in the leachate of greater than the limits set forth in the Kentucky Waste Regulations are to be considered hazardous, handled and disposed of according to local, city, state, and federal regulations.
- D. Place all waste generated during the project in 6 mil disposal bags or wrap in 6 mil polyethylene sheeting, store in the designated storage area, enclosed dumpsters or trucks. Separate waste materials into the following categories and label all disposal bags and wrapped packages:
 1. Non-Hazardous Solid Waste
 2. Hazardous Solid Waste
 3. Hazardous Liquid Waste
- E. Properly store and secure waste at all times. Do not leave debris in the yard or in uncovered or unlocked trucks or dumpsters. Do not incinerate debris or use an unauthorized dumpster. Do not introduce hazardous waste contaminated water into storm or sanitary sewers. Do not permit recycling of building components coated with Lead-Based Paint.

DISPOSAL OF HAZARDOUS SOLID WASTES: (As Determined By Testing)

- A. Comply with RCRA, DOT, STATE and local regulations.
- B. Apply for an EPA identification number from the appropriate regional office if more than 100 kg of hazardous waste is generated from the lead hazard reduction process during any calendar month.
- C. Comply with DOT and STATE regulations for containers. The most stringent regulation shall apply.
- D. All waste is to be hauled by a licensed waste hauler with all required licenses from all state and local authorities with jurisdiction.
- E. Load all waste material into properly labeled disposal bags, polyethylene sheeting, or leak-tight drums. All materials are to be contained in one of the following:
 1. One 6 mil layer of sheet polyethylene, duct tape all seams or one 6 mil disposal bag or
 2. Two 4 mil disposal bags
 3. Sealed steel drum with no bag
- F. Protect interior of truck or dumpster with two layers of 6 mil polyethylene sheeting with all seams sealed with duct tape.
- G. Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material.
- H. Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to the designated storage area, sealed truck or dumpster.
- I. At disposal site unload containerized waste:

1. At a disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, return to work site for rebagging. Clean entire truck and contents using procedures set forth in this section.
- J. Retain all documents from the disposal site.
- K. At completion of hauling and disposal of each load submit copy of Uniform Hazardous Waste Manifest, to Owner's Project Monitor.

BACKCHARGES: Where Contractor fails to fulfill packaging, handling, or disposal requirements as outlined herein, Owner will charge back to Contractor all costs associated with insuring that hazardous wastes are packaged and segregated in accordance with EPA and DOT regulations.

- A. Environmental pollution of Owner's property resulting from Contractor's hazardous waste management activities shall be promptly remediated under Owner direction, to the Owner's sole satisfaction, and at the Contractor's sole expense.
- B. Contractor agrees to either reimburse the Owner, or reduce the Contract amount by change order to cover all costs associated with waste repackaging, waste re-segregation, or pollution remediation efforts.

END OF SECTION 02084

**APPENDIX A
Site Plans**

Asbestos-Containing Materials (ACM) Locations

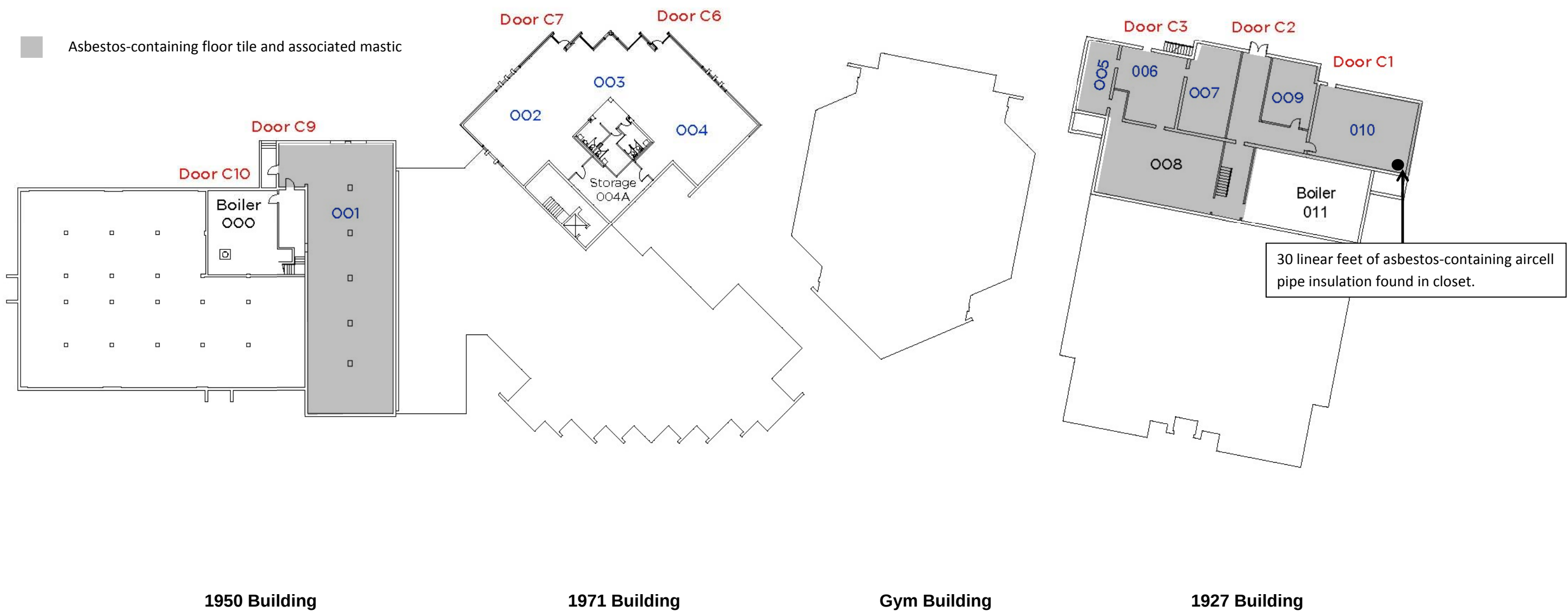
Johnson Elementary First Floor



Air Source Technology, Inc.
131 Prosperous Place, Suite 17
Lexington, Kentucky 40509
Drawing # JE-1 (11/30/18)

Asbestos-Containing Materials (ACM) Locations

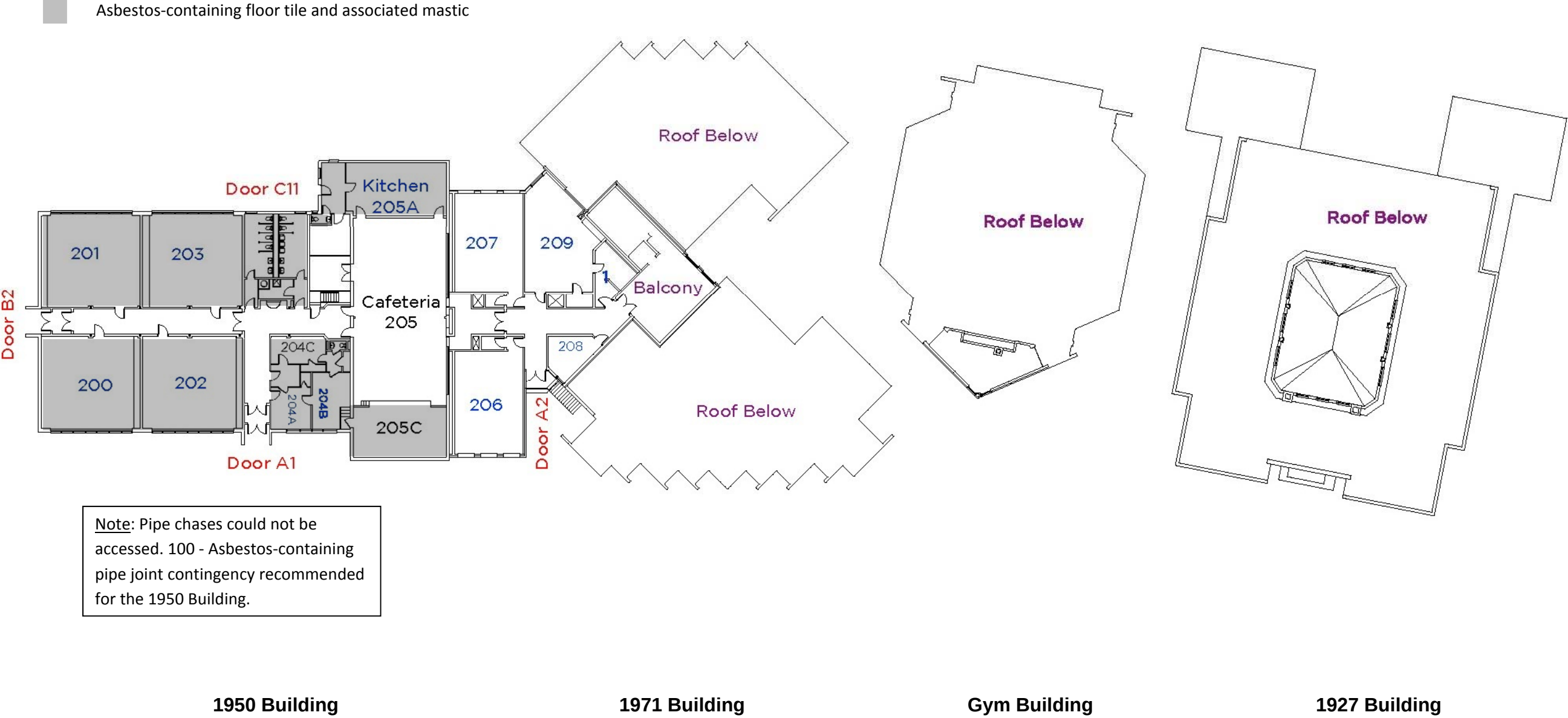
Johnson Elementary Lower Level



Air Source Technology, Inc.
131 Prosperous Place, Suite 17
Lexington, Kentucky 40509
Drawing # JE-2 (11/30/18)

Asbestos-Containing Materials (ACM) Locations

Johnson Elementary Upper Level



Air Source Technology, Inc.
131 Prosperous Place, Suite 17
Lexington, Kentucky 40509
Drawing # JE-3 (11/30/18)

Asbestos-Containing Materials (ACM) Locations

Johnson Elementary Lower Level

1950 Building

1971 Building

Gym Building

1927 Building

Air Source Technology, Inc.
131 Prosperous Place, Suite 17
Lexington, Kentucky 40509
Drawing # JE-4 (11/30/18)